

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T38277 ARANTINE LINEAR PARK
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **28th day of March, 2024**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Arantine Hills Holdings LP, a Delaware limited partnership** with its principal offices located at, **4400 MacArthur Blvd., Suite 740, Newport Beach, CA 92660** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **T38277 Linear Park** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **FIVE HUNDRED NINETY-NINE THOUSAND DOLLARS AND NO CENTS (\$599,000.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

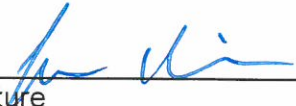
Developer:
Arantine Hills Holdings, LP
4400 MacArthur Blvd., Suite 740
Newport Beach, CA 92660

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

Arantine Hills Holdings LP,
a Delaware limited partnership,

By: PV Development Management LLC,
a Delaware limited liability company, as Development Manager

By: Pacific Ventures Management LLC,
a Delaware limited liability company, its member

By: 
Signature
Jason Perrin
President

Print Name

Title

By: _____
Signature

Print Name

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
City Clerk

By: _____
Mayor

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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 March 25, 2024 before me, Patrice Knust, Notary Public
(insert name and title of the officer)

personally appeared Jason Perrin
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 Patrice Knust, Notary Public (Seal)

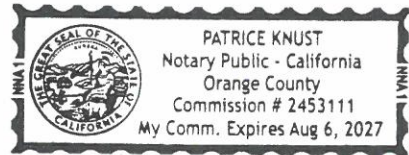


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

The form of policy of title insurance contemplated by this report is:

C.L.T.A. Standard Coverage Policy - 1990 (Owner's Policy or Joint Protection) and A.L.T.A. Loan Policy (06-17-06)

See attached disclosure.

Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A fee

Title to said estate or interest at the date hereof is vested in:

Arantine Hills Holdings, LP, a Delaware limited partnership

The land referred to in this report is situated in the City of Corona, the County of Riverside, State of California, and is described as follows:

Lot D of Parcel Map No. 37788, as shown on the map recorded in Book 250 of Parcel Maps, at Pages 85 to 94, inclusive, in the official records of the County Recorder of Riverside County, California.

Excepting therefrom one-half of all oil, gas and mineral rights, without right of surface entry for a period of 20 years, as reserved by Coronita Ranch Corporation et al, as reserved in Deed recorded November 13, 1956 as Instrument No. 288509 of Official Records of Riverside County, California.

Assessor's Parcel Numbers(s):

1: 279-240-049

Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1 General and Special taxes for the fiscal year 2022-2023, including any assessments collected with taxes. A lien not yet payable.

 First installment due and payable 11/01/2022, delinquent if not paid by 12/10/2022
 Second installment due and payable 02/01/2023, delinquent if not paid by 04/10/2023

- 2 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 3 The fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land. Said rights have been relinquished in the deed to the State of California recorded 9/20/1966, [as Instrument No. 1966-93858](#), of Official Records.

- 4 Covenants, conditions and restrictions in an instrument recorded [6/19/2020 as Instrument No. 2020-265787, Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

 "NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

 An instrument declaring a modification thereof was recorded 7/14/2020 as Instrument No. [2020-308064](#), Official Records

- 5 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: 1/22/2021 [as Instrument No. 2021-42523](#), of Official Records.
 For : Pipelines and incidental purposes
 In favor of : Southern California Gas Company
 Affects : The location of said easement cannot be determined from the public records.

- 6 Provisions of the dedication statement of a Parcel Map
Filed: Parcel Map No. 37798 in Book 250 Page 85 of Parcel Maps
Which recite: We hereby dedicate for public use, easements for public water, reclaimed water, sewer, drainage and public utility purposes, together with the right of ingress and egress for service and emergency vehicles and personnel, over Parcels 1 through 3, inclusive, as shown hereon.
- We hereby retain the easement indicated as “Over Head Sign and Maintenance Easement” as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain the easement indicated as “Slope Maintenance Easement” as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain Lots “B” through “D”, inclusive, as shown hereon as “Open Space” Lots for the sole benefit for ourselves, successors and assignees and lot owners within this Parcel Map.
- 7 An easement for Public water, reclaimed water, public use, overhaed sign and maintenance, private access, sewer, drainage, public utilties, right of ingress and egress for service and emergency vehicles, slope maintenance and incidental purposes, as shown on said Parcel Map
Affects: As shown on said Parcel Map
Filed: [in Book 250 Page 84](#)
- 8 Any rights, interests or claims which may exist or arise by reason of the following facts shown on a survey plat entitled ALTA/NSPS Land Title Survey of unimproved land in the City of Corona, Riverside County, California, dated 7/7/2020, prepared by: Allan Caviness prepared by American Surveying + Mapping Inc., Project No. 1908722-22710
- 9 Any assessments due the current managing Association(s).
- 10 The fact that there may be a lack of access to and from said land, no grant of dedication of an access easement has been found of record.

End of Schedule B

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$599,000.00
Labor and Material	\$299,500.00

**PACIFIC VENTURES BEDFORD
PHASE 2B - LINEAR PARK**

9/21/2023

GRADING/ UTILITIES	QUANTITY	UNIT	UNIT COST	AMOUNT
PRECISE GRADING	PER CIVIL	S.F.	ALLOW	
SITE UTILITIES-GAS	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-LOW VOLTAGE	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-WATER/ SEWER	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-STORM DRAIN	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-ELECTRICAL	PER UTILITY	L.F.	ALLOW	\$0.00
			SUB TOTAL	\$0.00
SUB TOTAL OF GRADING/ UTILITIES				\$0.00

HARDSCAPE ITEMS

SITE PAVING:	QUANTITY	UNIT	UNIT COST	AMOUNT
DECOMPOSED GRANITE PAVING W/METAL EDGING	453	S.F.	\$7.58	\$3,433.74
CONCRETE PAVING (INTREGRAL COLORED - LIGHT WASHED FINISH)	3,813	S.F.	\$18.00	\$68,634.00
CONCRETE MOW CURB 6" WIDE (INTREGRAL COLORED - LIGHT WASHED FINISH)	108	L.F.	\$50.00	\$5,400.00
CONCRETE MOW CURB 6" WIDE (NATURAL GREY - LIGHT BROOM FINISH)	14	L.F.	\$50.00	\$700.00
RUBBER SURFACING AT PLAY STRUCTURE	1,320	S.F.	\$20.00	\$26,400.00
TOT LOT 12" WIDE CONCRETE DEEPEND EDGE	129	L.F.	\$50.00	\$6,450.00
			SUB TOTAL	\$111,017.74
SUB TOTAL OF ALL HARDSCAPE ITEMS				\$111,017.74

SITE LANDSCAPE:	QUANTITY	UNIT	UNIT COST	AMOUNT
AUTO IRRIGATION (SHRUB/SLOPE)	578	S.F.	\$4.33	\$2,502.74
AUTO IRRIGATION (SHRUB/FLAT)	13,439	S.F.	\$4.33	\$58,190.87
AUTO IRRIGATION (TURF/FLAT)	4,443	S.F.	\$4.33	\$19,238.19
WEED ABATEMENT (PROJECT TOTAL S.F.)	20,703	S.F.	\$0.04	\$828.12
FINE/FINISH GRADE PREP. (PROJECT TOTAL S.F.)	20,703	S.F.	\$0.07	\$1,449.21
SOIL PREP.	14,017	S.F.	\$0.50	\$7,008.50
3" MULCHED AREAS (SHRUB AREAS)	14,017	S.F.	\$0.73	\$10,232.41
SHRUB SLOPE	578	S.F.	\$4.00	\$2,312.00
SHRUB FLAT	13439	S.F.	\$4.00	\$53,756.00
SHRUBS AREAS (TOTAL S.F. SLOPE AND FLAT)	14,017	S.F.	\$4.00	\$56,068.00
SODDED TURF	4,443	S.F.	\$1.00	\$4,443.00
1 GAL. CONTAINER SHRUBS	975	EA.	\$10.26	\$10,003.50
5 GAL. CONTAINER SHRUBS	815	EA.	\$35.54	\$28,965.10
15 GAL. CONTAINER SHRUBS	0	EA.	\$83.13	\$0.00
15 GAL. TREES	19	EA.	\$106.95	\$2,032.05
24" BOX TREES	0	EA.	\$326.83	\$0.00
36" BOX TREES	11	EA.	\$859.43	\$9,453.73
48" BOX TREES	8	EA.	\$1,966.42	\$15,731.36
60" BOX TREES	1	EA.	\$5,200.00	\$5,200.00
DEEP ROOT BARRIER	412	L.F.	\$10.72	\$4,416.64
90 DAY MAINTENANCE	20,703	S.F.	\$0.23	\$4,761.69
			SUB TOTAL OF SITE LANDSCAPING	\$296,593.11

SITE IMPROVEMENTS	UNIT	UNIT COST	AMOUNT
PLAY STRUCTURE - SWING & ROPE SEAT (KOMPAK KSW92012)	1 EA.	ALLOW	\$0.00
SUB TOTAL OF MISC. SITE AMENITIES			\$0.00

SITE FURNISHING:	QUANTITY	UNIT	UNIT COST	AMOUNT
PET WASTE STATION	2	EA.	\$450.00	\$900.00
COMPOSITE ADIRONDACK - 3 SLAT TALL ADIRONDACK CHAIR (LOLL TRADE)	10	EA.		\$0.00
METAL BENCHS	2	EA.	\$2,819.21	\$5,638.42
METAL TRASH RECEPTACLE	2	EA.	\$2,300.00	\$4,600.00
FURNITURE ASSEMBLY			ALLOW	
SUBTOTAL OF SITE FURNISHING ITEMS				\$11,138.42

SITE LIGHTING:	QUANTITY	UNIT	UNIT COST	AMOUNT
PEDESTRIAN POLE LIGHTS (120 WATTS)	7		ALLOW	\$0.00
TRELLIS STRUCTURE LIGHTS (375 WATTS)	PER LIGHTING		ALLOW	\$0.00
TREE UP LIGHTS (8.5 WATTS)	PER LIGHTING		ALLOW	\$0.00
PALM TREE WELL UP LIGHTS (25.5 WATTS)	PER LIGHTING		ALLOW	\$0.00
BOLLARD (90 WATTS)	PER LIGHTING		ALLOW	\$0.00
STRING LIGHTS	0	LF		\$0.00
SUBTOTAL OF SITE LIGHTING ITEMS				\$0.00

SUBTOTAL OF SITE GRADING/ UTILITIES	\$0.00
SUBTOTAL OF HARDSCAPE ITEMS	\$111,017.74
SUBTOTAL OF SITE LANDSCAPING	\$296,593.11
SUBTOTAL OF SITE AMENITIES	\$0.00
SUBTOTAL OF SITE FURNISHING	\$11,138.42
SUBTOTAL OF SITE LIGHTING	\$0.00
TOTAL	\$418,749.27
10% CONTINGENCY	\$41,874.93
GRAND TOTAL	\$460,624.20

Mike Sweeney
 Print Name
 Signature
 1750 E. Deere Ave. Santa Ana, CA 92705
 Address
 949-333-6307 Telephone MSweeney@landconcern.com Email

03/06/2024
 Date
 2144
 License #





Cash Register Receipt
City of Corona

Receipt Number
R45605

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$599,000.00
TOTAL FEES PAID BY RECEIPT: R45605			\$599,000.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R45606

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$299,500.00
TOTAL FEES PAID BY RECEIPT: R45606			\$299,500.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T38277 ARANTINE PERIMETER SLOPES
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **28th day of March 2024**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Arantine Hills Holdings LP, a Delaware limited partnership** with its principal offices located at, **4400 MacArthur Blvd., Suite 740, Newport Beach, CA 92660** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **T38277 Perimeter Slopes** and more particularly described in **Exhibit "A"** attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **TWO MILLION EIGHT HUNDRED FORTY-NINE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$2,849,200.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof, provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

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 March 25, 2024 before me, Patrice Knust, Notary Public
(insert name and title of the officer)

personally appeared Jason Perrin,
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 Patrice Knust, Notary Public (Seal)

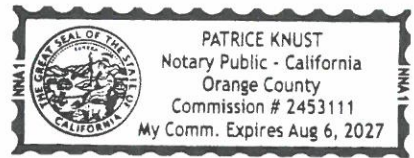


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

The form of policy of title insurance contemplated by this report is:

C.L.T.A. Standard Coverage Policy - 1990 (Owner's Policy or Joint Protection) and A.L.T.A. Loan Policy (06-17-06)

See attached disclosure.

Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A fee

Title to said estate or interest at the date hereof is vested in:

Arantine Hills Holdings, LP, a Delaware limited partnership

The land referred to in this report is situated in the City of Corona, the County of Riverside, State of California, and is described as follows:

Lot D of Parcel Map No. 37788, as shown on the map recorded in Book 250 of Parcel Maps, at Pages 85 to 94, inclusive, in the official records of the County Recorder of Riverside County, California.

Excepting therefrom one-half of all oil, gas and mineral rights, without right of surface entry for a period of 20 years, as reserved by Coronita Ranch Corporation et al, as reserved in Deed recorded November 13, 1956 as Instrument No. 288509 of Official Records of Riverside County, California.

Assessor's Parcel Numbers(s):

1: 279-240-049

Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1 General and Special taxes for the fiscal year 2022-2023, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2022, delinquent if not paid by 12/10/2022
Second installment due and payable 02/01/2023, delinquent if not paid by 04/10/2023

- 2 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 3 The fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land. Said rights have been relinquished in the deed to the State of California recorded 9/20/1966, [as Instrument No. 1966-93858](#), of Official Records.

- 4 Covenants, conditions and restrictions in an instrument recorded [6/19/2020 as Instrument No. 2020-265787, Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

An instrument declaring a modification thereof was recorded 7/14/2020 as Instrument No. [2020-308064](#), Official Records

- 5 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: [1/22/2021 as Instrument No. 2021-42523](#), of Official Records.
For : Pipelines and incidental purposes
In favor of : Southern California Gas Company
Affects : The location of said easement cannot be determined from the public records.

- 6 Provisions of the dedication statement of a Parcel Map
Filed: Parcel Map No. 37798 in Book 250 Page 85 of Parcel Maps
Which recite: We hereby dedicate for public use, easements for public water, reclaimed water, sewer, drainage and public utility purposes, together with the right of ingress and egress for service and emergency vehicles and personnel, over Parcels 1 through 3, inclusive, as shown hereon.
- We hereby retain the easement indicated as “Over Head Sign and Maintenance Easement” as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain the easement indicated as “Slope Maintenance Easement” as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain Lots “B” through “D”, inclusive, as shown hereon as “Open Space” Lots for the sole benefit for ourselves, successors and assignees and lot owners within this Parcel Map.
- 7 An easement for Public water, reclaimed water, public use, overhaed sign and maintenance, private access, sewer, drainage, public utilities, right of ingress and egress for service and emergency vehicles, slope maintenance and incidental purposes, as shown on said Parcel Map
Affects: As shown on said Parcel Map
Filed: [in Book 250 Page 84](#)
- 8 Any rights, interests or claims which may exist or arise by reason of the following facts shown on a survey plat entitled ALTA/NSPS Land Title Survey of unimproved land in the City of Corona, Riverside County, California, dated 7/7/2020, prepared by: Allan Caviness prepared by American Surveying + Mapping Inc., Project No. 1908722-22710
- 9 Any assessments due the current managing Association(s).
- 10 The fact that there may be a lack of access to and from said land, no grant of dedication of an access easement has been found of record.

End of Schedule B

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$2,849,200.00
Labor and Material	\$1,424,600.00

**PACIFIC VENTURES BEDFORD
PHASE 2B - PERIMETER SLOPES**

8/30/2023

GRADING/ UTILITIES	QUANTITY	UNIT	UNIT COST	AMOUNT
PRECISE GRADING	PER CIVIL	S.F.	ALLOW	
SITE UTILITIES-GAS	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-LOW VOLTAGE	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-WATER/ SEWER	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-STORM DRAIN	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-ELECTRICAL	PER UTILITY	L.F.	ALLOW	\$0.00
			SUB TOTAL	\$0.00

SUB TOTAL OF GRADING/ UTILITIES \$0.00

SITE PAVING:	QUANTITY	UNIT	UNIT COST	AMOUNT
DECOMPOSED GRANITE PAVING W/METAL EDGE	2,652	S.F.	\$7.50	\$0.00
CONCRETE MOW CURB 6" WIDE (NATURAL GREY - LIGHT BROOM FINISH)	187	L.F.	\$50.00	\$9,350.00
			SUB TOTAL	\$9,350.00

MISC TUBULAR STEEL ITEMS:	QUANTITY	UNIT	UNIT COST	AMOUNT
FUEL MODIFICATION ZONE MARKER (4'-0" GALVANIZED POST)	12	EA.		\$0.00
			SUB TOTAL	\$0.00

SUB TOTAL OF ALL HARDSCAPE ITEMS \$9,350.00

SITE LANDSCAPE:	QUANTITY	UNIT	UNIT COST	AMOUNT
AUTO IRRIGATION (SHRUB/SLOPE)	160,353	S.F.	\$4.33	\$694,328.49
AUTO IRRIGATION (SHRUB/FLAT)	5,006	S.F.	\$4.33	\$21,675.98
AUTO IRRIGATION (TURF/FLAT)	0	S.F.		\$0.00
WEED ABATEMENT (PROJECT TOTAL S.F.)	213,939	S.F.	\$0.04	\$8,557.56
FINE/FINISH GRADE PREP. (PROJECT TOTAL S.F.)	213,939	S.F.	\$0.04	\$8,557.56
SOIL PREP.	165,359	S.F.	\$0.50	\$82,679.50
3" MULCHED AREAS (SHRUB AREAS)	165,359	S.F.	\$0.73	\$120,712.07
SHRUB SLOPE	160,353	S.F.	\$0.73	\$117,057.69
SHRUB FLAT	5006	S.F.	\$4.00	\$20,024.00
SHRUBS AREAS (TOTAL S.F. SLOPE AND FLAT)	165,359	S.F.	\$4.00	\$661,436.00
TURF	0	S.F.		\$0.00
HYDROSEED (IRRIGATED)	35,730	S.F.	\$0.15	\$5,359.50
HYDROSEED (NON-IRRIGATED)	10,198	S.F.	\$0.15	\$1,529.70
CACTUS PADS	1,256	EA.	\$10.00	\$12,560.00
1 GAL. CONTAINER SHRUBS	2,124	EA.	\$10.00	\$21,240.00
5 GAL. CONTAINER SHRUBS	3,602	EA.	\$36.00	\$129,672.00
15 GAL. TREES	5	EA.	\$107.00	\$535.00
24" BOX TREES	18	EA.	\$436.00	\$7,848.00
36" BOX TREES	18	EA.	\$860.00	\$15,480.00
48" BOX TREES	2	EA.	\$1,966.00	\$3,932.00
DEEP ROOT BARRIER	60	L.F.	\$11.00	\$660.00
90 DAY MAINTENANCE	213,939	S.F.	\$0.23	\$49,205.97
			SUB TOTAL OF SITE LANDSCAPING	\$1,983,051.02

SITE IMPROVEMENTS	UNIT	UNIT COST	AMOUNT
NONE			
			SUB TOTAL OF MISC. SITE IMPROVEMENTS \$0.00

SITE FURNISHING:	QUANTITY	UNIT	UNIT COST	AMOUNT
NONE				
				SUB TOTAL OF MISC. SITE FURNISHINGS \$0.00

SITE LIGHTING:	QUANTITY	UNIT	UNIT COST	AMOUNT
NONE				
				SUB TOTAL OF MISC. SITE LIGHTING \$0.00

			SUBTOTAL OF SITE GRADING/ UTILITIES	\$0.00
			SUBTOTAL OF HARDSCAPE ITEMS	\$9,350.00
			SUBTOTAL OF SITE LANDSCAPING	\$1,983,051.02
			SUBTOTAL OF SITE IMPROVEMENTS	\$0.00
			SUBTOTAL OF SITE FURNISHING	\$0.00
			SUBTOTAL OF SITE LIGHTING	\$0.00
			TOTAL	\$1,992,401.02
			10% CONTINGENCY	\$199,240.10
			GRAND TOTAL	\$2,191,641.12

Mike Sweeney
Print Name
03/06/2024
Date
Signature
2144
License #
1750 E. Deere Ave. Santa Ana, CA 92705
Address
949.333.6307 MSweeney@landconcern.com
Telephone Email





Cash Register Receipt

City of Corona

Receipt Number
R45597

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$2,849,200.00
TOTAL FEES PAID BY RECEIPT: R45597			\$2,849,200.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt
City of Corona

Receipt Number
R45598

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$1,424,600.00
TOTAL FEES PAID BY RECEIPT: R45598			\$1,424,600.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T38277 ARANTINE INTERNAL PARKWAYS
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **28th day of March, 2024**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Arantine Hills Holdings LP, a Delaware limited partnership** with its principal offices located at, **4400 MacArthur Blvd., Suite 740, Newport Beach, CA 92660** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **T38277 Internal Parkways** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **THREE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$372,800.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882


Developer:
Arantine Hills Holdings, LP
4400 MacArthur Blvd., Suite 740
Newport Beach, CA 92660

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

Arantine Hills Holdings LP,
a Delaware limited partnership,

By: PV Development Management LLC,
a Delaware limited liability company, as Development Manager

By: Pacific Ventures Management LLC,
a Delaware limited liability company, its member

By: _____
Signature 
Jason Perrin
President

Print Name

Title

By: _____
Signature

Print Name

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
City Clerk

By: _____
Mayor

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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 March 25, 2024 before me, Patrice Knust, Notary Public
(insert name and title of the officer)

personally appeared Jason Perrin,
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 Patrice Knust, Notary Public (Seal)

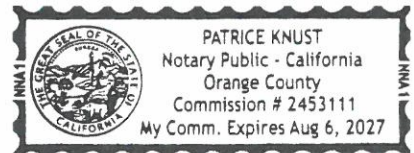


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT

SEE ATTACHED

The form of policy of title insurance contemplated by this report is:

C.L.T.A. Standard Coverage Policy - 1990 (Owner's Policy or Joint Protection) and A.L.T.A. Loan Policy (06-17-06)

See attached disclosure.

Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A fee

Title to said estate or interest at the date hereof is vested in:

Arantine Hills Holdings, LP, a Delaware limited partnership

The land referred to in this report is situated in the City of Corona, the County of Riverside, State of California, and is described as follows:

Lot D of Parcel Map No. 37788, as shown on the map recorded in Book 250 of Parcel Maps, at Pages 85 to 94, inclusive, in the official records of the County Recorder of Riverside County, California.

Excepting therefrom one-half of all oil, gas and mineral rights, without right of surface entry for a period of 20 years, as reserved by Coronita Ranch Corporation et al, as reserved in Deed recorded November 13, 1956 as Instrument No. 288509 of Official Records of Riverside County, California.

Assessor's Parcel Numbers(s):

1: 279-240-049

Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1 General and Special taxes for the fiscal year 2022-2023, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2022, delinquent if not paid by 12/10/2022
Second installment due and payable 02/01/2023, delinquent if not paid by 04/10/2023
- 2 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California
- 3 The fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land. Said rights have been relinquished in the deed to the State of California recorded 9/20/1966, [as Instrument No. 1966-93858](#), of Official Records.
- 4 Covenants, conditions and restrictions in an instrument recorded [6/19/2020 as Instrument No. 2020-265787, Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

An instrument declaring a modification thereof was recorded 7/14/2020 as Instrument No. [2020-308064](#), Official Records
- 5 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument Recorded: 1/22/2021 [as Instrument No. 2021-42523](#), of Official Records.
For : Pipelines and incidental purposes
In favor of : Southern California Gas Company
Affects : The location of said easement cannot be determined from the public records.

- 6 Provisions of the dedication statement of a Parcel Map
Filed: Parcel Map No. 37798 in Book 250 Page 85 of Parcel Maps
Which recite: We hereby dedicate for public use, easements for public water, reclaimed water, sewer, drainage and public utility purposes, together with the right of ingress and egress for service and emergency vehicles and personnel, over Parcels 1 through 3, inclusive, as shown hereon.
- We hereby retain the easement indicated as "Over Head Sign and Maintenance Easement" as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain the easement indicated as "Slope Maintenance Easement" as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain Lots "B" through "D", inclusive, as shown hereon as "Open Space" Lots for the sole benefit for ourselves, successors and assignees and lot owners within this Parcel Map.
- 7 An easement for Public water, reclaimed water, public use, overhaed sign and maintenance, private access, sewer, drainage, public utilities, right of ingress and egress for service and emergency vehicles, slope maintenance and incidental purposes, as shown on said Parcel Map
Affects: As shown on said Parcel Map
Filed: [in Book 250 Page 84](#)
- 8 Any rights, interests or claims which may exist or arise by reason of the following facts shown on a survey plat entitled ALTA/NSPS Land Title Survey of unimproved land in the City of Corona, Riverside County, California, dated 7/7/2020, prepared by: Allan Caviness prepared by American Surveying + Mapping Inc., Project No. 1908722-22710
- 9 Any assessments due the current managing Association(s).
- 10 The fact that there may be a lack of access to and from said land, no grant of dedication of an access easement has been found of record.

End of Schedule B

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$372,800.00
Labor and Material	\$186,400.00

**PACIFIC VENTURES BEDFORD
PHASE 2B - INTERNAL PARKWAYS**

8/30/2023

GRADING/ UTILITIES	QUANTITY	UNIT	UNIT COST	AMOUNT
PRECISE GRADING	PER CIVIL	S.F.	ALLOW	
SITE UTILITIES-GAS	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-LOW VOLTAGE	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-WATER/ SEWER	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-STORM DRAIN	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-ELECTRICAL	PER UTILITY	L.F.	ALLOW	\$0.00
			SUB TOTAL	\$0.00

SUB TOTAL OF GRADING/ UTILITIES \$0.00

SITE PAVING:	QUANTITY	UNIT	UNIT COST	AMOUNT
CONCRETE MOW CURB 6" WIDE (NATURAL GREY - LIGHT BROOM FINISH)	334	L.F.	\$20.38	\$6,806.92
			SUB TOTAL	\$6,806.92

MISC TUBULAR STEEL ITEMS:	QUANTITY	UNIT	UNIT COST	AMOUNT
N/A		EA.		\$0.00
			SUB TOTAL	\$0.00

SUB TOTAL OF ALL HARDSCAPE ITEMS \$6,806.92

SITE LANDSCAPE:	QUANTITY	UNIT	UNIT COST	AMOUNT
AUTO IRRIGATION (SHRUB/SLOPE)	3,482	S.F.	\$4.33	\$15,077.06
AUTO IRRIGATION (SHRUB/FLAT)	1,267	S.F.	\$4.33	\$5,486.11
AUTO IRRIGATION (TURF/FLAT)	15,722	S.F.	\$4.33	\$68,076.26
WEED ABATEMENT (PROJECT TOTAL S.F.)	20,471	S.F.	\$0.04	\$818.84
FINE/FINISH GRADE PREP. (PROJECT TOTAL S.F.)	20,471	S.F.	\$0.07	\$1,432.97
SOIL PREP.	4,749	S.F.	\$0.50	\$2,374.50
3" MULCHED AREAS (SHRUB AREAS)	4,749	S.F.	\$0.73	\$3,466.77
SHRUB SLOPE	3,482	S.F.	\$4.00	\$13,928.00
SHRUB FLAT	1,267	S.F.	\$4.00	\$5,068.00
SHRUBS AREAS (TOTAL S.F. SLOPE AND FLAT)	4,749	S.F.	\$4.00	\$18,996.00
TURF	15,722	S.F.	\$0.93	\$14,621.46
HYDROSEED (IRRIGATED)	0	S.F.	\$0.10	\$0.00
HYDROSEED (NON-IRRIGATED)	0	S.F.	\$0.10	\$0.00
CACTUS PADS	0	EA.	\$0.00	\$0.00
1 GAL. CONTAINER SHRUBS	60	EA.	\$10.26	\$615.60
5 GAL. CONTAINER SHRUBS	551	EA.	\$35.54	\$19,582.54
36" BOX TREES	58	EA.	\$859.43	\$49,846.94
48" BOX TREES	5	EA.	\$1,966.42	\$9,832.10
DEEP ROOT BARRIER	1,856	L.F.	\$10.72	\$19,896.32
90 DAY MAINTENANCE	20,471	S.F.	\$0.23	\$4,708.33
			SUB TOTAL OF SITE LANDSCAPING	\$253,827.80

SITE IMPROVEMENTS	UNIT	UNIT COST	AMOUNT
NONE			
			SUB TOTAL OF MISC. SITE IMPROVEMENTS
			\$0.00

SITE FURNISHING:	QUANTITY	UNIT	UNIT COST	AMOUNT
NONE				
			SUB TOTAL OF MISC. SITE FURNISHINGS	\$0.00

SITE LIGHTING:	QUANTITY	UNIT	UNIT COST	AMOUNT
NONE				
			SUB TOTAL OF MISC. SITE LIGHTING	\$0.00

			SUBTOTAL OF SITE GRADING/ UTILITIES	\$0.00
			SUBTOTAL OF HARDSCAPE ITEMS	\$6,806.92
			SUBTOTAL OF SITE LANDSCAPING	\$253,827.80
			SUBTOTAL OF SITE IMPROVEMENTS	\$0.00
			SUBTOTAL OF SITE FURNISHING	\$0.00
			SUBTOTAL OF SITE LIGHTING	\$0.00

	TOTAL	\$260,634.72
	10% CONTINGENCY	\$26,063.47
	GRAND TOTAL	\$286,698.19

Mike Sweeney
 Print Name
 Date 03/06/2024
 Signature
 License # 2144
 1750 E. Deere Ave. Santa Ana, CA 92705
 Address
 949-333-6307 MSweeney@landconcern.com
 Telephone Email





Cash Register Receipt

City of Corona

Receipt Number
R45603

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$372,800.00
TOTAL FEES PAID BY RECEIPT: R45603			\$372,800.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R45604

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$186,400.00
TOTAL FEES PAID BY RECEIPT: R45604			\$186,400.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T38277 ARANTINE INTERNAL PARKWAYS
& EASEMENTS
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **28th day of March, 2024**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Arantine Hills Holdings LP, a Delaware limited partnership** with its principal offices located at, **4400 MacArthur Blvd., Suite 740, Newport Beach, CA 92660** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **T38277 Internal Parkways & Easements** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **THREE HUNDRED NINETY THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$390,200.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

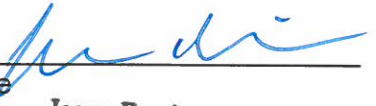
Developer:
Arantine Hills Holdings, LP
4400 MacArthur Blvd., Suite 740
Newport Beach, CA 92660

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

Arantine Hills Holdings LP,
a Delaware limited partnership,

By: PV Development Management LLC,
a Delaware limited liability company, as Development Manager

By: Pacific Ventures Management LLC,
a Delaware limited liability company, its member

By: 
Signature
Jason Perrin
President

Print Name

Title

By: _____
Signature

Print Name

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
City Clerk

By: _____
Mayor

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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 March 25, 2024 before me, Patrice Knust, Notary Public
(insert name and title of the officer)

personally appeared Jason Perrin,
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 Patrice Knust, Notary Public (Seal)

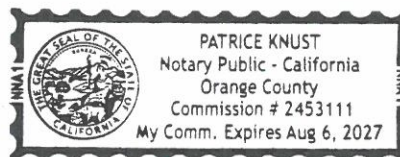


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

The form of policy of title insurance contemplated by this report is:

C.L.T.A. Standard Coverage Policy - 1990 (Owner's Policy or Joint Protection) and A.L.T.A. Loan Policy (06-17-06)

See attached disclosure.

Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A fee

Title to said estate or interest at the date hereof is vested in:

Arantine Hills Holdings, LP, a Delaware limited partnership

The land referred to in this report is situated in the City of Corona, the County of Riverside, State of California, and is described as follows:

Lot D of Parcel Map No. 37788, as shown on the map recorded in Book 250 of Parcel Maps, at Pages 85 to 94, inclusive, in the official records of the County Recorder of Riverside County, California.

Excepting therefrom one-half of all oil, gas and mineral rights, without right of surface entry for a period of 20 years, as reserved by Coronita Ranch Corporation et al, as reserved in Deed recorded November 13, 1956 as Instrument No. 288509 of Official Records of Riverside County, California.

Assessor's Parcel Numbers(s):

1: 279-240-049

Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1 General and Special taxes for the fiscal year 2022-2023, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2022, delinquent if not paid by 12/10/2022
Second installment due and payable 02/01/2023, delinquent if not paid by 04/10/2023

- 2 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 3 The fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land. Said rights have been relinquished in the deed to the State of California recorded 9/20/1966, [as Instrument No. 1966-93858](#), of Official Records.

- 4 Covenants, conditions and restrictions in an instrument recorded [6/19/2020 as Instrument No. 2020-265787, Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

An instrument declaring a modification thereof was recorded 7/14/2020 as Instrument No. [2020-308064](#), Official Records

- 5 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
Recorded: [1/22/2021 as Instrument No. 2021-42523](#), of Official Records.
For : Pipelines and incidental purposes
In favor of : Southern California Gas Company
Affects : The location of said easement cannot be determined from the public records.

- 6 Provisions of the dedication statement of a Parcel Map
Filed: Parcel Map No. 37798 in Book 250 Page 85 of Parcel Maps
Which recite: We hereby dedicate for public use, easements for public water, reclaimed water, sewer, drainage and public utility purposes, together with the right of ingress and egress for service and emergency vehicles and personnel, over Parcels 1 through 3, inclusive, as shown hereon.
- We hereby retain the easement indicated as “Over Head Sign and Maintenance Easement” as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain the easement indicated as “Slope Maintenance Easement” as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain Lots “B” through “D”, inclusive, as shown hereon as “Open Space” Lots for the sole benefit for ourselves, successors and assignees and lot owners within this Parcel Map.
- 7 An easement for Public water, reclaimed water, public use, overhaed sign and maintenance, private access, sewer, drainage, public utilties, right of ingress and egress for service and emergency vehicles, slope maintenance and incidental purposes, as shown on said Parcel Map
Affects: As shown on said Parcel Map
Filed: [in Book 250 Page 84](#)
- 8 Any rights, interests or claims which may exist or arise by reason of the following facts shown on a survey plat entitled ALTA/NSPS Land Title Survey of unimproved land in the City of Corona, Riverside County, California, dated 7/7/2020, prepared by: Allan Caviness prepared by American Surveying + Mapping Inc., Project No. 1908722-22710
- 9 Any assessments due the current managing Association(s).
- 10 The fact that there may be a lack of access to and from said land, no grant of dedication of an access easement has been found of record.

End of Schedule B

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$390,200.00
Labor and Material	\$195,100.00

**PACIFIC VENTURES BEDFORD
PHASE 2B - INTERNAL PARKWAYS & EASEMENTS**

8/30/2023

GRADING/ UTILITIES	QUANTITY	UNIT	UNIT COST	AMOUNT
PRECISE GRADING	PER CIVIL	S.F.	ALLOW	
SITE UTILITIES-GAS	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-LOW VOLTAGE	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-WATER/ SEWER	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-STORM DRAIN	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-ELECTRICAL	PER UTILITY	L.F.	ALLOW	\$0.00
			SUB TOTAL	\$0.00

SUB TOTAL OF GRADING/ UTILITIES \$0.00

SITE PAVING:	QUANTITY	UNIT	UNIT COST	AMOUNT
CONCRETE MOW CURB 6" WIDE (NATURAL GREY - LIGHT BROOM FINISH)	461	L.F.	\$50.00	\$23,050.00
			SUB TOTAL	\$23,050.00

MISC TUBULAR STEEL ITEMS:	QUANTITY	UNIT	UNIT COST	AMOUNT
N/A		EA.		\$0.00
			SUB TOTAL	\$0.00

SUB TOTAL OF ALL HARDSCAPE ITEMS \$23,050.00

SITE LANDSCAPE:	QUANTITY	UNIT	UNIT COST	AMOUNT
AUTO IRRIGATION (SHRUB/SLOPE)	3,240	S.F.	\$4.33	\$14,029.20
AUTO IRRIGATION (SHRUB/FLAT)	4,694	S.F.	\$4.33	\$20,325.02
AUTO IRRIGATION (TURF/FLAT)	11,166	S.F.	\$4.33	\$48,348.78
WEED ABATEMENT (PROJECT TOTAL S.F.)	19,100	S.F.	\$0.05	\$955.00
FINE/FINISH GRADE PREP. (PROJECT TOTAL S.F.)	19,100	S.F.	\$0.07	\$1,337.00
SOIL PREP.	7,934	S.F.	\$0.29	\$2,300.86
3" MULCHED AREAS (SHRUB AREAS)	7,934	S.F.	\$0.56	\$4,443.04
SHRUB SLOPE	3,240	S.F.	\$4.00	\$12,960.00
SHRUB FLAT	4694	S.F.	\$4.00	\$18,776.00
SHRUBS AREAS (TOTAL S.F. SLOPE AND FLAT)	7,934	S.F.	\$4.00	\$31,736.00
TURF	11,166	S.F.	\$0.93	\$10,384.38
HYDROSEED (IRRIGATED)	0	S.F.	\$0.00	\$0.00
HYDROSEED (NON-IRRIGATED)	0	S.F.	\$0.00	\$0.00
CACTUS PADS	0	EA.	\$0.00	\$0.00
1 GAL. CONTAINER SHRUBS	227	EA.	\$10.26	\$2,329.02
5 GAL. CONTAINER SHRUBS	608	EA.	\$35.54	\$21,608.32
36" BOX TREES	36	EA.	\$859.43	\$30,939.48
48" BOX TREES	5	EA.	\$1,966.42	\$9,832.10
DEEP ROOT BARRIER	1,152	L.F.	\$10.72	\$12,349.44
90 DAY MAINTENANCE	19,100	S.F.	\$0.37	\$7,067.00
			SUB TOTAL OF SITE LANDSCAPING	\$249,720.64

SITE IMPROVEMENTS	UNIT	UNIT COST	AMOUNT
NONE			
			SUB TOTAL OF MISC. SITE IMPROVEMENTS
			\$0.00

SITE FURNISHING:	QUANTITY	UNIT	UNIT COST	AMOUNT
NONE				
			SUB TOTAL OF MISC. SITE FURNISHINGS	\$0.00

SITE LIGHTING:	QUANTITY	UNIT	UNIT COST	AMOUNT
NONE				
			SUB TOTAL OF MISC. SITE LIGHTING	\$0.00

			SUBTOTAL OF SITE GRADING/ UTILITIES	\$0.00
			SUBTOTAL OF HARDSCAPE ITEMS	\$23,050.00
			SUBTOTAL OF SITE LANDSCAPING	\$249,720.64
			SUBTOTAL OF SITE IMPROVEMENTS	\$0.00
			SUBTOTAL OF SITE FURNISHING	\$0.00
			SUBTOTAL OF SITE LIGHTING	\$0.00

TOTAL \$272,770.64

10% CONTINGENCY \$27,277.06

GRAND TOTAL \$300,047.70

Mike Sweeney
 Print Name
 Signature
 1750 E. Deere Ave. Santa Ana, CA 92705
 Address
 949-333-6307 MSweeney@landconcern.com
 Telephone Email
 03/06/2024
 Date
 2144
 License #





Cash Register Receipt

City of Corona

Receipt Number
R45601

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$390,200.00
TOTAL FEES PAID BY RECEIPT: R45601			\$390,200.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R45602

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$195,100.00
TOTAL FEES PAID BY RECEIPT: R45602			\$195,100.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T38277 ARANTINE BASIN
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **28th day of March, 2024**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Arantine Hills Holdings LP, a Delaware limited partnership** with its principal offices located at, **4400 MacArthur Blvd., Suite 740, Newport Beach, CA 92660** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **T38277 Basin** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **ONE MILLION THREE HUNDRED FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$1,315,000.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

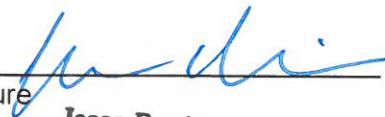
Developer:
Arantine Hills Holdings, LP
4400 MacArthur Blvd., Suite 740
Newport Beach, CA 92660

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

Arantine Hills Holdings LP,
a Delaware limited partnership,

By: PV Development Management LLC,
a Delaware limited liability company, as Development Manager

By: Pacific Ventures Management LLC,
a Delaware limited liability company, its member

By: 
Signature
Jason Perrin
President

Print Name

Title

By: _____
Signature

Print Name

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
City Clerk

By: _____
Mayor

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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.

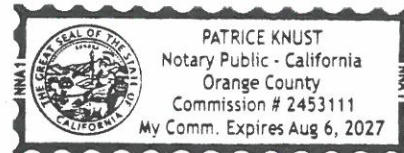
State of California
County of Orange

On March 25, 2024 before me, Patrice Knust, Notary Public
(insert name and title of the officer)

personally appeared Jason Perrin
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 Patrice Knust Notary Public (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT

SEE ATTACHED

The form of policy of title insurance contemplated by this report is:

C.L.T.A. Standard Coverage Policy - 1990 (Owner's Policy or Joint Protection) and A.L.T.A. Loan Policy (06-17-06)

See attached disclosure.

Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A fee

Title to said estate or interest at the date hereof is vested in:

Arantine Hills Holdings, LP, a Delaware limited partnership

The land referred to in this report is situated in the City of Corona, the County of Riverside, State of California, and is described as follows:

Lot D of Parcel Map No. 37788, as shown on the map recorded in Book 250 of Parcel Maps, at Pages 85 to 94, inclusive, in the official records of the County Recorder of Riverside County, California.

Excepting therefrom one-half of all oil, gas and mineral rights, without right of surface entry for a period of 20 years, as reserved by Coronita Ranch Corporation et al, as reserved in Deed recorded November 13, 1956 as Instrument No. 288509 of Official Records of Riverside County, California.

Assessor's Parcel Numbers(s):

1: 279-240-049

Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

- 1 General and Special taxes for the fiscal year 2022-2023, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2022, delinquent if not paid by 12/10/2022
Second installment due and payable 02/01/2023, delinquent if not paid by 04/10/2023

- 2 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

- 3 The fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land. Said rights have been relinquished in the deed to the State of California recorded 9/20/1966, [as Instrument No. 1966-93858](#), of Official Records.

- 4 Covenants, conditions and restrictions in an instrument recorded [6/19/2020 as Instrument No. 2020-265787, Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

An instrument declaring a modification thereof was recorded 7/14/2020 as Instrument No. [2020-308064](#), Official Records

- 5 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument Recorded: [1/22/2021 as Instrument No. 2021-42523](#), of Official Records.
For : Pipelines and incidental purposes
In favor of : Southern California Gas Company
Affects : The location of said easement cannot be determined from the public records.

- 6 Provisions of the dedication statement of a Parcel Map
Filed: Parcel Map No. 37798 in Book 250 Page 85 of Parcel Maps
Which recite: We hereby dedicate for public use, easements for public water, reclaimed water, sewer, drainage and public utility purposes, together with the right of ingress and egress for service and emergency vehicles and personnel, over Parcels 1 through 3, inclusive, as shown hereon.
- We hereby retain the easement indicated as “Over Head Sign and Maintenance Easement” as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain the easement indicated as “Slope Maintenance Easement” as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain Lots “B” through “D”, inclusive, as shown hereon as “Open Space” Lots for the sole benefit for ourselves, successors and assignees and lot owners within this Parcel Map.
- 7 An easement for Public water, reclaimed water, public use, overhaed sign and maintenance, private access, sewer, drainage, public utilities, right of ingress and egress for service and emergency vehicles, slope maintenance and incidental purposes, as shown on said Parcel Map
Affects: As shown on said Parcel Map
Filed: [in Book 250 Page 84](#)
- 8 Any rights, interests or claims which may exist or arise by reason of the following facts shown on a survey plat entitled ALTA/NSPS Land Title Survey of unimproved land in the City of Corona, Riverside County, California, dated 7/7/2020, prepared by: Allan Caviness prpared by American Surveying + Mapping Inc., Project No. 1908722-22710
- 9 Any assessments due the current managing Association(s).
- 10 The fact that there may be a lack of access to and from said land, no grant of dedication of an access easement has been found of record.

End of Schedule B

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$1,315,000.00
Labor and Material	\$657,500.00

**PACIFIC VENTURES BEDFORD
PHASE 2B - BASIN**

8/30/2023

GRADING/ UTILITIES	QUANTITY	UNIT	UNIT COST	AMOUNT
PRECISE GRADING	PER CIVIL	S.F.	ALLOW	
SITE UTILITIES-GAS	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-LOW VOLTAGE	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-WATER/ SEWER	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-STORM DRAIN	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-ELECTRICAL	PER UTILITY	L.F.	ALLOW	\$0.00
			SUB TOTAL	\$0.00

SUB TOTAL OF GRADING/ UTILITIES \$0.00

SITE PAVING:	QUANTITY	UNIT	UNIT COST	AMOUNT
DECOMPOSED GRANITE PAVING W/METAL EDGE	3,733	S.F.	\$7.58	\$28,296.14
CONCRETE MOW CURB 6" WIDE (NATURAL GREY - LIGHT BROOM FINISH)	50	L.F.	\$50.00	\$2,500.00
			SUB TOTAL	\$30,796.14

MISC TUBULAR STEEL ITEMS:	QUANTITY	UNIT	UNIT COST	AMOUNT
FUEL MODIFICATION ZONE MARKER (4'-0" GALVANIZED POST)	3	EA.		\$0.00
			SUB TOTAL	\$0.00

SUB TOTAL OF ALL HARDSCAPE ITEMS \$30,796.14

SITE LANDSCAPE:	QUANTITY	UNIT	UNIT COST	AMOUNT
AUTO IRRIGATION (SHRUB/SLOPE)	51,906	S.F.	\$4.33	\$224,752.98
AUTO IRRIGATION (SHRUB/FLAT)	1,068	S.F.	\$4.33	\$4,624.44
AUTO IRRIGATION (TURF/FLAT)	0	S.F.	\$4.33	\$0.00
WEED ABATEMENT (PROJECT TOTAL S.F.)	137,489	S.F.	\$0.04	\$5,499.56
FINE/FINISH GRADE PREP. (PROJECT TOTAL S.F.)	137,489	S.F.	\$0.04	\$5,499.56
SOIL PREP.	52,974	S.F.	\$0.50	\$26,487.00
3" MULCHED AREAS (SHRUB AREAS)	52,974	S.F.	\$0.73	\$38,671.02
SHRUB SLOPE	51,906	S.F.	\$4.00	\$207,624.00
SHRUB FLAT	1,068	S.F.	\$4.00	\$4,272.00
SHRUBS AREAS (TOTAL S.F. SLOPE AND FLAT)	52,974	S.F.	\$4.00	\$211,896.00
TURF	0	S.F.	\$0.00	\$0.00
HYDROSEED (IRRIGATED)	17,977	S.F.	\$0.15	\$2,696.55
HYDROSEED (NON-IRRIGATED)	62,805	S.F.	\$0.15	\$9,420.75
CACTUS PADS	831	EA.	\$10.00	\$8,310.00
1 GAL. CONTAINER SHRUBS	296	EA.	\$10.26	\$3,036.96
5 GAL. CONTAINER SHRUBS	2,406	EA.	\$35.54	\$85,509.24
15 GAL. TREES	20	EA.	\$106.95	\$2,139.00
24" BOX TREES	6	EA.	\$436.58	\$2,619.48
36" BOX TREES	13	EA.	\$859.43	\$11,172.59
48" BOX TREES	1	EA.	\$1,966.42	\$1,966.42
DEEP ROOT BARRIER	80	L.F.	\$10.72	\$857.60
90 DAY MAINTENANCE	137,489	S.F.	\$0.23	\$31,622.47
			SUB TOTAL OF SITE LANDSCAPING	\$888,677.62

SITE IMPROVEMENTS	UNIT	UNIT COST	AMOUNT
NONE			
			SUB TOTAL OF MISC. SITE IMPROVEMENTS \$0.00

SITE FURNISHING:	QUANTITY	UNIT	UNIT COST	AMOUNT
NONE				
				SUB TOTAL OF MISC. SITE FURNISHINGS \$0.00

SITE LIGHTING:	QUANTITY	UNIT	UNIT COST	AMOUNT
NONE				
				SUB TOTAL OF MISC. SITE LIGHTING \$0.00

	SUBTOTAL OF SITE GRADING/ UTILITIES	\$0.00
	SUBTOTAL OF HARDSCAPE ITEMS	\$30,796.14
	SUBTOTAL OF SITE LANDSCAPING	\$888,677.62
	SUBTOTAL OF SITE IMPROVEMENTS	\$0.00
	SUBTOTAL OF SITE FURNISHING	\$0.00
	SUBTOTAL OF SITE LIGHTING	\$0.00

	TOTAL	\$919,473.76
	10% CONTINGENCY	\$91,947.38
	GRAND TOTAL	\$1,011,421.14

Mike Sweeney 03/06/2024
 Print Name Date
 Signature License # 2144
 1750 E. Deere Ave. Santa Ana, CA 92705
 Address
 949-333-6307 MSweeney@landconcern.com
 Telephone Email





Cash Register Receipt

City of Corona

Receipt Number
R45599

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$1,135,000.00
TOTAL FEES PAID BY RECEIPT: R45599			\$1,135,000.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R45673

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$180,000.00
TOTAL FEES PAID BY RECEIPT: R45673			\$180,000.00

Date Paid: Tuesday, April 02, 2024
Paid By: ARANTINE HILLS HOLDING
Cashier: MLEY
Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R45600

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$657,500.00
TOTAL FEES PAID BY RECEIPT: R45600			\$657,500.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T38277 ARANTINE BLUFF TOP PARK
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **28th day of March 2024**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Arantine Hills Holdings LP, a Delaware limited partnership** with its principal offices located at, **4400 MacArthur Blvd., Suite 740, Newport Beach, CA 92660** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **T38277 Bluff Top Park** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **TWO MILLION TWELVE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$2,012,400.00)**. The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882


Developer:
Arantine Hills Holdings, LP
4400 MacArthur Blvd., Suite 740
Newport Beach, CA 92660

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

Arantine Hills Holdings LP,
a Delaware limited partnership,

By: PV Development Management LLC,
a Delaware limited liability company, as Development Manager

By: Pacific Ventures Management LLC,
a Delaware limited liability company, its member

By: _____
Signature 
Jason Perrin
President

Print Name

Title

By: _____
Signature

Print Name

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
City Clerk

By: _____
Mayor

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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 March 25, 2024 before me, Patrice Knust, Notary Public
(insert name and title of the officer)

personally appeared Jason Perrin,
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 Patrice Knust, Notary Public (Seal)

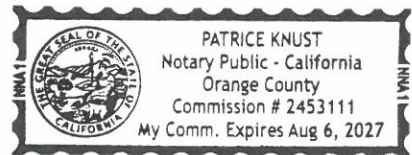


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

The form of policy of title insurance contemplated by this report is:

C.L.T.A. Standard Coverage Policy - 1990 (Owner's Policy or Joint Protection) and A.L.T.A. Loan Policy (06-17-06)

See attached disclosure.

Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A fee

Title to said estate or interest at the date hereof is vested in:

Arantine Hills Holdings, LP, a Delaware limited partnership

The land referred to in this report is situated in the City of Corona, the County of Riverside, State of California, and is described as follows:

Lot D of Parcel Map No. 37788, as shown on the map recorded in Book 250 of Parcel Maps, at Pages 85 to 94, inclusive, in the official records of the County Recorder of Riverside County, California.

Excepting therefrom one-half of all oil, gas and mineral rights, without right of surface entry for a period of 20 years, as reserved by Coronita Ranch Corporation et al, as reserved in Deed recorded November 13, 1956 as Instrument No. 288509 of Official Records of Riverside County, California.

Assessor's Parcel Numbers(s):

1: 279-240-049

Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1 General and Special taxes for the fiscal year 2022-2023, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2022, delinquent if not paid by 12/10/2022
 Second installment due and payable 02/01/2023, delinquent if not paid by 04/10/2023

2 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

3 The fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land. Said rights have been relinquished in the deed to the State of California recorded 9/20/1966, [as Instrument No. 1966-93858](#), of Official Records.

4 Covenants, conditions and restrictions in an instrument recorded [6/19/2020 as Instrument No. 2020-265787, Official Records](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identify, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

"NOTE: Section 12956.1 (b)(1) of California Government Code provide the following: if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

An instrument declaring a modification thereof was recorded 7/14/2020 as Instrument No. [2020-308064](#), Official Records

5 An easement for purposes herein stated, and rights incidental thereto as provided in an instrument
 Recorded: 1/22/2021 [as Instrument No. 2021-42523](#), of Official Records.
 For : Pipelines and incidental purposes
 In favor of : Southern California Gas Company
 Affects : The location of said easement cannot be determined from the public records.

- 6 Provisions of the dedication statement of a Parcel Map
Filed: Parcel Map No. 37798 in Book 250 Page 85 of Parcel Maps
Which recite: We hereby dedicate for public use, easements for public water, reclaimed water, sewer, drainage and public utility purposes, together with the right of ingress and egress for service and emergency vehicles and personnel, over Parcels 1 through 3, inclusive, as shown hereon.
- We hereby retain the easement indicated as “Over Head Sign and Maintenance Easement” as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain the easement indicated as “Slope Maintenance Easement” as shown hereon, for private use, for the sole benefit of ourselves, our successors, assignees, and Parcel Owners within this Parcel Map.
- We hereby retain Lots “B” through “D”, inclusive, as shown hereon as “Open Space” Lots for the sole benefit for ourselves, successors and assignees and lot owners within this Parcel Map.
- 7 An easement for Public water, reclaimed water, public use, overhaed sign and maintenance, private access, sewer, drainage, public utilities, right of ingress and egress for service and emergency vehicles, slope maintenance and incidental purposes, as shown on said Parcel Map
Affects: As shown on said Parcel Map
Filed: [in Book 250 Page 84](#)
- 8 Any rights, interests or claims which may exist or arise by reason of the following facts shown on a survey plat entitled ALTA/NSPS Land Title Survey of unimproved land in the City of Corona, Riverside County, California, dated 7/7/2020, prepared by: Allan Caviness prepared by American Surveying + Mapping Inc., Project No. 1908722-22710
- 9 Any assessments due the current managing Association(s).
- 10 The fact that there may be a lack of access to and from said land, no grant of dedication of an access easement has been found of record.

End of Schedule B

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$2,012,400.00
Labor and Material	\$1,006,200.00

**PACIFIC VENTURES BEDFORD
PHASE 2B - BLUFF TOP PARK**

9/21/2023

GRADING/ UTILITIES	QUANTITY	UNIT	UNIT COST	AMOUNT
PRECISE GRADING	PER CIVIL	S.F.	ALLOW	
SITE UTILITIES-GAS	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-LOW VOLTAGE	PER UTILITY	L.F.	ALLOW	\$0.00
SITE UTILITIES-WATER/ SEWER	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-STORM DRAIN	PER CIVIL	L.F.	ALLOW	\$0.00
SITE UTILITIES-ELECTRICAL	PER UTILITY	L.F.	ALLOW	\$0.00
			SUB TOTAL	\$0.00

SUB TOTAL OF GRADING/ UTILITIES \$0.00

HARDSCAPE ITEMS

SITE PAVING:	QUANTITY	UNIT	UNIT COST	AMOUNT
CONCRETE PAVING (INTREGRAL COLORED - LIGHT WASHED FINISH)	5,832	S.F.	\$18.00	\$104,976.00
DECOMPOSED GRANITE W/ METAL EDGE	1,856	S.F.	\$7.58	\$14,068.48
DECOMPOSED GRANITE (CONCRETE MOW CURB EDGE BELOW)	1,375	S.F.	\$8.50	\$11,687.50
CONCRETE MOW CURB 6" WIDE (INTREGRAL COLORED - LIGHT WASHED FINISH)	967	L.F.	\$50.00	\$48,350.00
CONCRETE MOW CURB 6" WIDE (NATURAL GREY - LIGHT BROOM FINISH)	14	L.F.	\$50.00	\$700.00
			SUB TOTAL	\$179,781.98

SITE WALLS & GATES & MISC TUBULAR STEEL ITEMS:	QUANTITY	UNIT	UNIT COST	AMOUNT
GATES:				
RHINO GATE (ACCESS ROAD)	2	E.A.		\$0.00
			SUB TOTAL	\$0.00

SUB TOTAL OF ALL HARDSCAPE ITEMS \$179,781.98

SITE LANDSCAPE:	QUANTITY	UNIT	UNIT COST	AMOUNT
AUTO IRRIGATION (SHRUB/SLOPE)	25,124	S.F.	\$4.33	\$108,786.92
AUTO IRRIGATION (SHRUB/FLAT)	37,323	S.F.	\$4.33	\$161,608.59
AUTO IRRIGATION (TURF/FLAT)	10,893	S.F.	\$4.33	\$47,166.69
WEED ABATEMENT (PROJECT TOTAL S.F.)	78,109	S.F.	\$0.04	\$3,124.36
FINE/FINISH GRADE PREP. (PROJECT TOTAL S.F.)	78,109	S.F.	\$0.08	\$6,248.72
SOIL PREP.	62,447	S.F.	\$0.78	\$48,708.66
3" MULCHED AREAS (SHRUB AREAS)	62,447	S.F.	\$0.73	\$45,586.31
SHRUB SLOPE	25,124	S.F.	\$4.00	\$100,496.00
SHRUB FLAT	37,323	S.F.	\$4.00	\$149,292.00
SHRUBS AREAS (TOTAL S.F. SLOPE AND FLAT)	62,447	S.F.	\$4.00	\$249,788.00
SODDED TURF	10,893	S.F.	\$4.00	\$43,572.00
1 GAL. CONTAINER SHRUBS	2,400	EA.	\$10.26	\$24,624.00
5 GAL. CONTAINER SHRUBS	2,355	EA.	\$35.54	\$83,696.70
15 GAL. CONTAINER SHRUBS	0	EA.	\$83.13	\$0.00
15 GAL. TREES	16	EA.	\$106.95	\$1,711.20
24" BOX TREES	14	EA.	\$333.36	\$4,667.04
36" BOX TREES	16	EA.	\$805.86	\$12,893.76
48" BOX TREES	18	EA.	\$1,966.42	\$35,395.56
60" BOX TREES	1	EA.	\$5,250.00	\$5,250.00
DEEP ROOT BARRIER	748	L.F.	\$10.72	\$8,018.56
FUEL MODIFICATION MARKER	6	EA.	\$0.93	\$5.58
90 DAY MAINTENANCE	59,425	S.F.	\$0.37	\$21,987.25
			SUB TOTAL OF SITE LANDSCAPING	\$1,162,627.90

SITE IMPROVEMENTS	QUANTITY	UNIT	UNIT COST	AMOUNT
TUBULAR STEEL TRELLIS (8' WIDE X 8' TALL)	2	EA.	\$180.00	\$0.00
6" DIAMETER PRE-FABRICATED GAS FIRE PIT	1	EA.		\$0.00
			SUB TOTAL OF MISC. SITE AMENITIES	\$0.00

SITE FURNISHING:	QUANTITY	UNIT	UNIT COST	AMOUNT
PET WASTE STATION	2	EA.	\$944.00	\$1,888.00
COMPOSITE ADIRONDACK - 3 SLAT TALL ADIRONDACK CHAIR (LOLL TRADE)	44	EA.	\$500.00	\$22,000.00
COMPOSITE SWINGING CHAIR (LOLL TRADE)	2	EA.	\$5,000.00	\$10,000.00
METAL TRASH RECEPTACLE	5	EA.	\$2,500.00	\$12,500.00
SECURITY BOLLARD	7	EA.	\$850.00	\$5,950.00
CONCRETE PICNIC TABLE (QUICK CRETE CUSTOM TABLE NO:131478-3)	1	EA.	\$3,500.00	\$3,500.00
CONCRETE A.D.A. PICNIC TABLE (QUICK CRETE CUSTOM TABLE NO:131478-4)	2	EA.	\$4,500.00	\$9,000.00
FURNITURE ASSEMBLY			ALLOW	
			SUBTOTAL OF SITE FURNISHING ITEMS	\$64,838.00

**PACIFIC VENTURES BEDFORD
PHASE 2B - BLUFF TOP PARK**

9/21/2023

SITE LIGHTING:	QUANTITY	UNIT	UNIT COST	AMOUNT
PEDESTRIAN POLE LIGHTS (120 WATTS)	17		ALLOW	\$0.00
TRELLIS STRUCTURE LIGHTS (375 WATTS)	PER LIGHTING		ALLOW	\$0.00
TREE UP LIGHTS (8.5 WATTS)	PER LIGHTING		ALLOW	\$0.00
PALM TREE WELL UP LIGHTS (25.5 WATTS)	PER LIGHTING		ALLOW	\$0.00
BOLLARD (90 WATTS)	10		ALLOW	\$0.00
STRING LIGHTS	0	LF		\$0.00
SUBTOTAL OF SITE LIGHTING ITEMS				\$0.00

SUBTOTAL OF SITE GRADING/ UTILITIES		\$0.00
SUBTOTAL OF HARDSCAPE ITEMS		\$179,781.98
SUBTOTAL OF SITE LANDSCAPING		\$1,162,627.90
SUBTOTAL OF SITE AMENITIES		\$0.00
SUBTOTAL OF SITE FURNISHING		\$64,838.00
SUBTOTAL OF SITE LIGHTING		\$0.00
TOTAL		\$1,407,247.88
10% CONTINGENCY		\$140,724.79
GRAND TOTAL		\$1,547,972.67

Mike Sweeney
 Print Name
 Signature
 1750 E. Deere Ave. Santa Ana, CA 92705
 Address
 949-333-6307 MSweeney@landconcern.com
 Telephone Email

03/06/2024
 Date
 2144
 License #





Cash Register Receipt

City of Corona

Receipt Number
R45595

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$2,012,400.00
TOTAL FEES PAID BY RECEIPT: R45595			\$2,012,400.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R45594

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2022-0038 Address: APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$1,006,200.00
TOTAL FEES PAID BY RECEIPT: R45594			\$1,006,200.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILLS HOLDING

Cashier: MLEY

Pay Method: BOND

**AGREEMENT FOR SURVEY MONUMENTATION
T38277 Arantine Phase 2B – PWGR2022-0044**

This Agreement is entered into as of this **28th** day of **March 2024**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **ARANTINE HILLS HOLDINGS, LP, a Delaware limited partnership** with its principal office located at **4400 MacArthur Blvd., Suite 740, Newport Beach, CA 92660** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **Tract Map 38277** (hereinafter referred to as **T38277**) map) has submitted to the City for its approval and subsequent recordation a map prepared by **Hunsaker & Associates Irvine, Inc.**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **T38277** prior to having interior monuments set for said **T38277** Map, and in consideration has instructed to certify on said **T38277** Map that monuments will be set within **ONE YEAR** after recordation of **T38277** Map. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

THIRD: Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$119,200.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration, or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration, or addition to the terms of this Agreement.

FOURTH: The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

FIFTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

SIXTH: If City determines that there is a violation of applicable federal, state, or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease-and-desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

SEVENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions, or willful misconduct

EIGHTH: If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

NINTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:
City of Corona
Public Works Dept.
400 S. Vicentia Avenue
Corona, California 92882

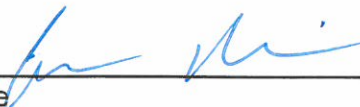
DEVELOPER:
Arantine Hills Holdings, LP
4400 MacArthur Blvd., Suite 740
Newport Beach, CA 92660

TENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements, either in writing or oral, express, or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Arantine Hills Holdings LP,
a Delaware limited partnership,**

**By: PV Development Management LLC,
a Delaware limited liability company, as Development
Manager**

**By: Pacific Ventures Management LLC,
a Delaware limited liability company, its member**

By: _____
Signature 

Jason Perrin
President

Print Name

Title

By: _____
Signature

Print Name

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
City Clerk

By: _____
Mayor

**NOTE: TWO SIGNATURES ARE REQUIRED FOR ALL CORPORATIONS UNLESS CORPORATE
DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION
1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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)

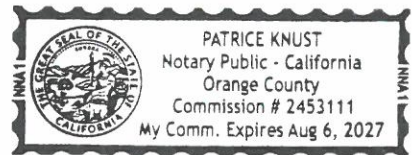
On March 25, 2024 before me, Patrice Knust, Notary Public
(insert name and title of the officer)

personally appeared Jason Perrin,
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 Patrice Knust, Notary Public (Seal)





Cash Register Receipt

City of Corona

Receipt Number
R45585

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2022-0044 Address: APN:			
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$119,200.00
TOTAL FEES PAID BY RECEIPT: R45585			\$119,200.00

Date Paid: Wednesday, March 27, 2024

Paid By: ARANTINE HILL HOLDING

Cashier: MLEY

Pay Method: BOND