

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR TRACT MAP 32703 –
ON-SITE WATER, SEWER, STREET, AND PUBLIC LANDSCAPING
DWG 14-064S – PWIM2021-0024
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **7th day of December 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **SOUTHPOINT CORONA, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal offices located at, **27555 Ynez Road Suit 208, Temecula, CA 92591** (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 **Tract Map 32703** 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 Two Hundred Sixty-Six Thousand Two Hundred Dollars and No Cents (\$2,266,200.00)**. 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:
Southpoint Corona, LLC,
27555 Ynez Road, Suite 208
Temecula, CA 92591

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

Southpoint Corona, LLC
A California limited liability company

By:



Jamie Christiano, Managing Member
JAMES

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

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT

SEE ATTACHED

**Lots 1 through 13, inclusive of Tract No. 32703, in the
City of Corona, County of Riverside, State of California,
as shown on a map thereof recorded in Book
_____, Pages _____, of Maps, in the Office
of the County Recorder of said county.**

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

SEE ATTACHED

Faithful Performance	\$2,266,200.00
Labor and Material	\$1,133,100.00

BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 On-Site Improvements
 Location: S. Main St.
 DWG No.: 14-064S,U

Date: 11/16/2022

Description	Construction Cost	Performance Bond Note 2	Labor & Materials Bond Note 3
2. Master Planned R/W Improvments A) Main Street	\$ -	\$ -	\$ -
B) Ibbetson Street	\$ -	\$ -	\$ -
2. Master Planned R/W Improvments			
3. Interim Improvements			
4. On-Site Public Improvements (Includes Gradeing Plan Public Imp.)	\$ 1,743,297.00	\$ 2,266,200.00	\$ 1,133,100.00
5. On-Site Non-Public Improvements			
6. Additional Bond Improvements (DWG 18-022U)	\$ -	\$ -	\$ -

Notes:

1. All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
2. Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction.
3. Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
4. City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
5. **A current title report shall be submitted for bonding purposes.**

Prepared By:

Robin B. Hamers & Associates, Inc.
 3100 Airway Avenue, Suite 124
 Costa Mesa, CA 92626
 (949) 548-1192




Michael Benesh, RCE 37893

Date: 11/16/2022

BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 - On Site

Date: 11/16/2022

Location: S. Main St.

DWG No. 14-058S,SD,U

Item	Unit	Unit Cost	Quantity	Cost
Removal				
AC Berm	LF	\$ 8.00	180	\$ 1,440.00
AC Pavement	SF	\$ 3.00	1,000	\$ 3,000.00
Removal Subtotal				\$ 4,440.00
Relocation				
Asphalt				
AC Pavement	SF		29,150	
4" Asphalt	TON	\$ 190.00	721	\$ 136,990.00
6" Base	CY	\$ 110.00	540	\$ 59,400.00
Fogseal	SY	\$ 5.00	1,080	\$ 5,400.00
Asphalt Subtotal				\$ 201,790.00
Concrete				
Curb Only 6"	LF	\$ 35.00	200	\$ 7,000.00
Curb & Gutter 6"	LF	\$ 42.00	1,700	\$ 71,400.00
X-Gutter & Spandrel	SF	\$ 29.00	1,800	\$ 52,200.00
D/W Approach 6"	SF	\$ 28.00	2,700	\$ 75,600.00
Sidewalk 4"	SF	\$ 13.00	6,904	\$ 89,752.00
W/C Ramp	EA	\$ 3,800.00	4	\$ 15,200.00
Concrete Subtotal				\$ 311,152.00
Storm Drain				
Catch Basin W<8'	EA	\$ 7,000.00	2	\$ 14,000.00
Inlet Apron	EA	\$ 3,000.00	2	\$ 6,000.00
Underwalk Drain W<6'	EA	\$ 3,000.00	4	\$ 12,000.00
SD Subtotal				\$ 32,000.00
Street Lights				
Pull Box No. 3-1/2	EA	\$ 500.00	4	\$ 2,000.00
St. Light 502 - 1 only	EA	\$ 5,500.00	1	\$ 5,500.00
St. Light 502 - 2 to 5	EA	\$ 5,400.00	1	\$ 5,400.00
St. Lt. Cond 1"				
< 500 LF	LF	\$ 12.00	500	\$ 6,000.00
> 500 LF	LF	\$ 10.00	350	\$ 3,500.00
St. Lt. Cond 1.5"				
< 500 LF	LF	\$ 16.00	120	\$ 1,920.00
> 500 LF	LF	\$ 14.00		\$ -
St. Light Subtotal				\$ 24,320.00

BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 - On Site

Date: 11/16/2022

Location: S. Main St.

DWG No. 14-058S,SD,U

Item	Unit	Unit Cost	Quantity	Cost
Traffic				
Striping 4" Solid	LF	\$ 0.50	200	\$ 100.00
Striping 12" Solid	LF	\$ 2.50	40	\$ 100.00
St. Name Sign	EA	\$ 500.00	2	\$ 1,000.00
Stop Sign	EA	\$ 500.00	2	\$ 1,000.00
Traffic Subtotal				\$ 2,200.00
Sewer				
Manhole <20'	EA	\$ 10,000.00	10	\$ 100,000.00
8" VCP	LF	\$ 142.00	1,420	\$ 201,640.00
18" Steel Encasement	LF	\$ 200.00	1,200	\$ 240,000.00
4" VCP	LF	\$ 70.00	460	\$ 32,200.00
Sewer Subtotal				\$ 573,840.00
Water				
8" DIP Pipe	LF	\$ 75.00	690	\$ 51,750.00
Fire Hydrant 6"	EA	\$ 4,900.00	1	\$ 4,900.00
Service 1"	EA	\$ 2,500.00	13	\$ 32,500.00
Blow Off 6"	EA	\$ 4,900.00	2	\$ 9,800.00
2 Wire Test Station	EA	\$ 2,500.00	2	\$ 5,000.00
Water Subtotal				\$ 103,950.00
Misc Improvements - CFD				
V-Gutter	SF	\$ 10.00	5,173	\$ 51,730.00
Retaining Walls	SF	\$ 15.00	3,862	\$ 57,930.00
3" AC Pavement	TON	\$ 190.00	197	\$ 37,430.00
Rip-Rap	SF	\$ 10.00	705	\$ 7,050.00
BioRetention Basin	EA	\$ 12,500.00	2	\$ 25,000.00
Grate Inlet 18"x18"	EA	\$ 1,300.00	6	\$ 7,800.00
SD Cleanout	EA	\$ 100.00	13	\$ 1,300.00
Easement A (Lot 3)	S.F.	\$ 5.00	3,200	\$ 16,000.00
Easement C (Lot 1)	S.F.	\$ 5.00	1,800	\$ 9,000.00
Lot D Landscape	S.F.	\$ 5.00	51,284	\$ 256,420.00
Lot E Landscape	S.F.	\$ 5.00	2,877	\$ 14,385.00
Misc Subtotal				\$ 484,045.00
Cost To Complete Plans				\$ 10,000.00
Total Public Improvements				\$ 1,743,297.00

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR
TRACT MAP 32703 – IBBETSON STREET
DWG 14-064S – PWIM2021-0024
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **7th day of December 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **SOUTHPOINT CORONA, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal offices located at, **27555 Ynez Road Suit 208, Temecula, CA 92591** (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 **Tract Map 32703** 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 Hundred Thirty-Three Thousand Six Hundred and No Cents (\$133,600.00)**. 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:
Southpoint Corona, LLC,
27555 Ynez Road, Suite 208
Temecula, CA 92591

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

Southpoint Corona, LLC
a California limited liability company

By:



Jamie Christiano, Managing Member
JAMES

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

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT

SEE ATTACHED

**Lots 1 through 13, inclusive of Tract No. 32703, in the
City of Corona, County of Riverside, State of California,
as shown on a map thereof recorded in Book
_____, Pages _____, of Maps, in the Office
of the County Recorder of said county.**

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

SEE ATTACHED

Faithful Performance	\$133,600.00
Labor and Material	\$66,800.00

BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 - Off-Site Ibbetson St. Improvements
 Location: S. Main St.
 DWG No.:

Date: 11/16/2022

Description	Construction Cost	Performance Bond Note 2	Labor & Materials Bond Note 3
1. Non-Master Planned R/W Improvments	\$ 102,780.00	\$ 133,600.00	\$ 66,800.00
2. Master Planned R/W Improvments			
3. Interim Improvements			
4. On-Site Public Improvements (Includes Gradeing Plan Public Imp.)			
5. On-Site Non-Public Improvements			
6. Additional Bond Improvements			

Notes:

1. All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
2. Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction.
3. Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
4. City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
5. **A current title report shall be submitted for bonding purposes.**

Prepared By:

Robin B. Hamers & Associates, Inc.
 3100 Airway Avenue, Suite 124
 Costa Mesa, CA 92626
 (949) 548-1192




Michael Benesh, RCE 37893

Date: 11/16/2022

BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 - Off-Site Ibbetson St. Improvements Date: 11/16/2022

Location: S. Main St.

DWG No.:

Off-Site Street Improvements (Ibbetson Street)					
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Asphalt					
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Asphalt	TON	\$	190.00	172	\$	32,680.00
Base	CY	\$	110.00	130	\$	14,300.00
Asphalt Subtotal					\$	46,980.00

Concrete					
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Curb & Gutter 6"	LF	\$	42.00	250	\$	10,500.00
Concrete Subtotal					\$	10,500.00

Street Lights					
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Pull Box No. 3-1/2	EA	\$	500.00	2	\$	1,000.00
Service Point	EA	\$	7,000.00	1	\$	7,000.00
St. Light 501 - 1 only	EA	\$	5,000.00	1	\$	5,000.00
St. Lt. Cond 1"						
< 500 LF	LF	\$	12.00	250	\$	3,000.00
St. Lt. Subtotal					\$	16,000.00

Traffic					
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Striping 4" Solid	LF	\$	0.50		\$	-
Traffic Subtotal					\$	-

Miscellaneous					
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Water Lateral	EA	\$	5,000.00		\$	-
WC Ramp	EA	\$	3,800.00	1	\$	3,800.00
Sidewalk 4"	SF	\$	13.00	1,000	\$	13,000.00
Parkway Landscaping	SF	\$	5.00	2,000	\$	10,000.00
Misc Subtotal					\$	16,800.00

Water					
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Service 1"	EA	\$	2,500.00	1	\$	2,500.00
Service 2"	EA	\$	3,400.00		\$	-
Water Subtotal					\$	2,500.00

Cost To Complete Plans	\$	10,000.00
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Total Ibbetson St	\$	102,780.00
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**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR TRACT MAP 32703 –
MAIN STREET AND ORANGE HEIGHTS
DWG 14-064S – PWIM2021-0024
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **7th day of December 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **SOUTHPOINT CORONA, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal offices located at, **27555 Ynez Road Suit 208, Temecula, CA 92591** (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 **Tract Map 32703** 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 Twenty-Six Thousand Eight Hundred and No Cents (\$1,326,800.00)**. 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:
Southpoint Corona, LLC
27555 Ynez Road, Suite 208
Temecula, CA 92591

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

Southpoint Corona, LLC
A California limited liability company

By: _____



Jamie Christiano, Managing Member
JAMES

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

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Orange

S.S.

On 1/28/2022 before me, Angel Jimenez Notary Public
Name of Notary Public, Title

personally appeared James Brian Christiano
Name of Signer (1)

Name of Signer (2)

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.

Angel Jimenez
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Agreement for Public Improvement for tract map

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other _____
<input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT

SEE ATTACHED

**Lots 1 though 13, inclusive of Tract No. 32703, in the
City of Corona, County of Riverside, State of California,
as shown on a map thereof recorded in Book
_____, Pages _____, of Maps, in the Office
of the County Recorder of said county.**

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

SEE ATTACHED

Faithful Performance	\$1,326,800.00
Labor and Material	\$663,400.00

BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 - Main Street and Orange Heights Lane Date: 11/16/2022
 Location: S. Main St.
 DWG No.: 14-059S,U, 18-022U

Description	Construction Cost	Performance Bond Note 2	Labor & Materials Bond Note 3
1. Non- Master Planned R/W Improvments	\$ 1,020,690.00	\$ 1,326,800.00	\$ 663,400.00
2. Master Planned R/W Improvments			
3. Interim Improvements			
4. On-Site Public Improvements (Includes Gradeing Plan Public Imp.)			
5. On-Site Non-Public Improvements			
6. Additional Bond Improvements			

Notes:

1. All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
2. Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction.
3. Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
4. City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
5. **A current title report shall be submitted for bonding purposes.**

Prepared By:

Robin B. Hamers & Associates, Inc.
 3100 Airway Avenue, Suite 124
 Costa Mesa, CA 92626
 (949) 548-1192




Michael Benesh, RCE 37893

Date: 11/16/2022

BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 Main Street & Orange Heights Date: 11/16/2022

Location: S. Main St.

DWG No. 14-059S,U, 18-022U

Item	Unit	Unit Cost	Quantity	Cost
Off-Site Orange Heights Water (DWG 18-022U)				
Abandon Pipe	LS	\$ 2,500.00	1	\$ 2,500.00
Fire Hydrant 6"	EA	\$ 4,900.00	1	\$ 4,900.00
1.5" R.P.D.	EA	\$ 750.00	26	\$ 19,500.00
Meter Boxes	EA	\$ 450.00	26	\$ 11,700.00
Blow Off 6"	EA	\$ 4,900.00	1	\$ 4,900.00
Remove PRV	EA	\$ 5,000.00	1	\$ 5,000.00
Remove Valve	EA	\$ 1,800.00	1	\$ 1,800.00
Off Site Water Subtotal				\$ 50,300.00

Total DWG 18-022U	\$ 50,300.00
--------------------------	---------------------

Off-Site Main Street Improvements (DWG 14059S,U)				
Asphalt				
6" AC Berm	LF	\$ 35.00	180	\$ 6,300.00
Asphalt	TON	\$ 190.00	1,050	\$ 199,500.00
Base	CY	\$ 110.00	778	\$ 85,580.00
AC Overlay	SY	\$ 8.00	6,570	\$ 52,560.00
Asphalt Subtotal				\$ 343,940.00

Concrete				
Curb & Gutter 6"	LF	\$ 42.00	1,720	\$ 72,240.00
Curb & Gutter 8"	LF	\$ 44.00	310	\$ 13,640.00
Concrete Subtotal				\$ 85,880.00

Street Lights				
Pull Box No. 3-1/2	EA	\$ 500.00	4	\$ 2,000.00
Service Point	EA	\$ 7,000.00	1	\$ 7,000.00
St. Light 502 - 1 only	EA	\$ 5,500.00	1	\$ 5,500.00
St. Light 502 - 2 to 5	EA	\$ 5,400.00	4	\$ 21,600.00
St. Light 502 - 5+	EA	\$ 5,300.00	2	\$ 10,600.00
St. Lt. Cond 1"				
< 500 LF	LF	\$ 12.00	500	\$ 6,000.00
> 500 LF	LF	\$ 10.00	500	\$ 5,000.00
St. Lt. Cond 1.5"				
< 500 LF	LF	\$ 16.00	175	\$ 2,800.00
St. Lt. Subtotal				\$ 60,500.00

Traffic				
Striping 4" Solid	LF	\$ 0.50	1,000	\$ 500.00
Traffic Subtotal				\$ 500.00

BOND ESTIMATE SHEET

(Use for Improvements Other than Grading Work Only)

Project: Tract No. 32703 Main Street & Orange Heights Date: 11/16/2022

Location: S. Main St.

DWG No. 14-059S,U, 18-022U

Item	Unit	Unit Cost	Quantity	Cost
Miscellaneous				
Water Lateral	EA	\$ 5,000.00	2	\$ 10,000.00
DWY Approach 6"	SF	\$ 28.00	640	\$ 17,920.00
Sidewalk 4"	SF	\$ 13.00	8,330	\$ 108,290.00
Parkway Landscaping	SF	\$ 5.00	16,660	\$ 83,300.00
Misc Subtotal				\$ 136,210.00
Sewer				
Manhole <20'	EA	\$ 10,000.00	3	\$ 30,000.00
8" VCP	LF	\$ 142.00	930	\$ 132,060.00
4" VCP	LF	\$ 70.00		\$ -
Sewer Subtotal				\$ 162,060.00
Water				
8" DIP Pipe	LF	\$ 75.00	80	\$ 6,000.00
12" DIP Pipe	LF	\$ 105.00	1,020	\$ 107,100.00
Valve 8"	EA	\$ 2,800.00	2	\$ 5,600.00
Valve 12"	EA	\$ 5,300.00	4	\$ 21,200.00
Fire Hydrant 6"	EA	\$ 4,900.00	4	\$ 19,600.00
Service 1"	EA	\$ 2,500.00	2	\$ 5,000.00
Service 2"	EA	\$ 3,400.00	2	\$ 6,800.00
Water Subtotal				\$ 171,300.00
Cost To Complete Plans				\$ 10,000.00
Total Main Street				\$ 970,390.00

**AGREEMENT FOR SURVEY MONUMENTATION
TRACT MAP 32703**

This Agreement is entered into as of this **7th day of December 2022**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **SOUTHPOINT CORONA, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal office located at **Temecula, CA 92591** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **TRACT MAP 32703** (hereinafter referred to as **TRACT MAP 32703**) has submitted to the City for its approval and subsequent recordation a map prepared by **TRACT MAP 32703**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **TRACT MAP 32703** prior to having interior monuments set for said **TRACT MAP 32703**, and in consideration has instructed to certify on said **TRACT MAP 32703** that monuments will be set within **ONE YEAR** after recordation of **TRACT MAP 32703**. 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 **Thirteen Thousand Dollars and No Cents (\$13,000.00)** 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:

**Southpoint Corona, LLC
27555 Ynez Road Suit 208
Temecula, CA 92591**

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.

**Southpoint Corona, LLC,
a California limited liability company**

By:



Jamie Christiano, Managing Member
JAMES

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

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Orange s.s.

On 11/28/2022 before me, Angel Jimenez Notary Public
Name of Notary Public, Title

personally appeared James Brian Christiano
Name of Signer (1)

Name of Signer (2)
 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.

Angel Jimenez
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

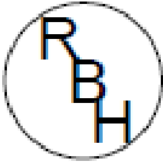
The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Agreement for Survey Monumentation Tract Map 32763 containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other _____	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/>	_____



ROBIN B. HAMERS & ASSOC., INC.
CIVIL ENGINEERS®PLANNERS®SURVEYORS
... since 1981

234 E. 17TH ST., SUITE 205
COSTA MESA, CA 92627
Phone 949/548-1192

October 18, 2022

Development Services
City of Corona

Re: **Tract No. 32703 Monument Bond**

To Whom it May Concern,

The estimated cost for setting the final survey monuments shown on Tract No. 32703 is \$13,000.

Should you have any questions, please call.

Michael Benesh, LS 5649

