

**AGREEMENT FOR PUBLIC STREET IMPROVEMENTS FOR –  
TRACT MAP 35851 -TUSCANY VILLAS  
DWG. 21-037S – PWIM2021-0019  
Non-Master Plan Improvements**

This Agreement is made and entered into as of this 1<sup>st</sup> day of February, 2023, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and CORONA 4 LAND LLC, a CALIFORNIA LIMITED LIABILITY COMPANY, with its principal offices located at, 1485 Pomona Road, Suite G, CA, 92882 (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 35851 – Tuscany Villas** 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 Twenty-Six Thousand Six Hundred Dollars and No Cents (\$126,600)** 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:**  
Corona 4 Land, LLC  
1485 Pomona Road, Suite G  
Corona, CA 92882

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

**CORONA 4 LAND, LLC**  
a California limited liability company

By:   
\_\_\_\_\_  
Yousef Audi, Manager

**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 ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Riverside )

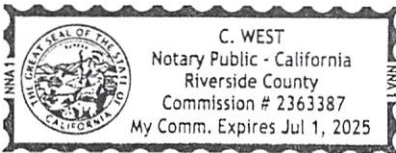
On January 16, 2023 before me, C. West, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION OF THE PROJECT  
SEE ATTACHED

**LEGAL DESCRIPTION**

Real property in the City of Corona, County of Riverside, State of California, described as follows:

PARCEL 1: (APN: 122-230-012)

THOSE PORTIONS OF LOTS 15 AND 16, BLOCK 1 OF J.F. MOULTON & H.B. PRAED'S SUBDIVISION OF AUBURNDALE HEIGHTS, AS PER MAP RECORDED IN BOOK 3, PAGES 7 AND 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONVEYED IN A DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 13, 1973 AS INSTRUMENT NO. 31320 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF NORTH 54° 04' 51" EAST AND A LENGTH OF 225.11 FEET IN THE SOUTHERLY LINE OF SEGMENT 1 OF A MAP FILED FOR RECORD ON APRIL 25, 1991 IN THE STATE HIGHWAY MAP BOOK 10, PAGES 6 THROUGH 15, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT BEING DISTANT THEREON SOUTH 54° 08' 52" WEST, 54.055 METERS FROM ITS EASTERLY TERMINUS; THENCE LEAVING SAID CERTAIN COURSE, SOUTH 26° 18' 56" EAST, 22.101 METERS; THENCE SOUTH 34° 20' 17" EAST, 27.897 METERS; THENCE SOUTH 24° 02' 38" EAST, 145.871 METERS; THENCE SOUTH 28° 01' 54" EAST, 45.553 METERS; THENCE SOUTH 32° 42' 58" EAST, 68.691 METERS; THENCE SOUTH 27° 59' 07" EAST, 65.736 METERS; THENCE SOUTH 30° 49' 15" EAST, 0.869 METERS TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 30° 49' 15" EAST, 61.923 METERS; THENCE SOUTH 26° 17' 38" EAST, 179.344 METERS TO A POINT ON A CERTAIN COURSE CITED AS HAVING A BEARING OF SOUTH 83° 49' WEST AND A LENGTH OF 205.80 FEET IN PARCEL 3 OF SAID DEED, SAID POINT BEING DISTANT THEREON NORTH 84° 19' 22" EAST, 9.582 METERS FROM ITS WESTERLY TERMINUS.

EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "A";  
THENCE SOUTH 55° 16' 05" WEST, 85.000 METERS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE VI, MULTIPLY DISTANCES SHOWN BY 1.000024911 TO OBTAIN GROUND LEVEL DISTANCES.

PARCEL 2: (APN: 122-140-012)

THAT PORTION OF LOT 10 OF CORONA CITRUS TRACT, AS PER MAP RECORDED IN BOOK 8, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONVEYED IN A DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 7, 1973 AS INSTRUMENT NO. 73604, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE CITED AS HAVING A BEARING OF NORTH 26° 22' 54" WEST AND A LENGTH OF 152.67 FEET IN SAID DEED;

THENCE NORTH 26° 22' 45" WEST ALONG SAID CERTAIN COURSE, 46.568 METERS TO A POINT IN THE

BOUNDARY OF SAID LOT 10, DISTANT THEREON SOUTH 84° 19' 22" WEST, (SHOWN AS SOUTH 83° 49' WEST ON SAID MAP OF THE CORONA CITRUS TRACT) 57.382 METERS FROM AN ANGLE OF SAID BOUNDARY;

THENCE ALONG SAID BOUNDARY NORTH 84° 19' 22" EAST, 4.166 METERS;

THENCE LEAVING SAID BOUNDARY, SOUTH 26° 17' 38" EAST, 44.444 METERS TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 294.437 METERS, SAID CURVE BEING IN THE NORTHWESTERLY LINE OF CORONA AVENUE SHOWN AS HAVING A RADIUS OF 966 FEET IN SEGMENT 1 OF A MAP FILED FOR RECORD ON AUGUST 2, 1991 IN STATE HIGHWAY MAP BOOK 10, PAGES 23 THROUGH 27 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG SAID CURVE FROM A TANGENT BEARING SOUTH 53° 35' 32" WEST THROUGH A CENTRAL ANGLE OF 0° 45' 22" AN ARC LENGTH 3.886 METERS TO THE POINT OF BEGINNING.

THE BEARING AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE VI, MULTIPLY DISTANCES SHOWN BY 1.000024911 TO OBTAIN GROUND LEVEL DISTANCES.

PARCEL 3: (122-140-016)

BEING A PORTION OF LOT 10 OF CORONA CITRUS TRACT, AS PER MAP RECORDED IN BOOK 8, PAGE 24 AS CONVEYED PER INSTRUMENT NUMBER 2001-546736, DATED NOVEMBER 5, 2001, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THE CITY OF CORONA, RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY POINT OF SAID PORTION OF LOT 10, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE;

THENCE NORTH 58° 33' 33" EAST A DISTANCE OF 398.72 FEET, ALONG SAID NORTHERLY RIGHT OF WAY OF CORONA AVENUE, TO THE POINT OF BEGINNING;

THENCE NORTH 26° 23' 47" WEST A DISTANCE OF 32.94 FEET;

THENCE SOUTH 72° 02' 54" WEST A DISTANCE OF 65.60 FEET;

THENCE NORTH 16° 13' 05" WEST A DISTANCE OF 87.91 FEET;

THENCE NORTH 26° 14' 33" EAST A DISTANCE OF 62.09 FEET;

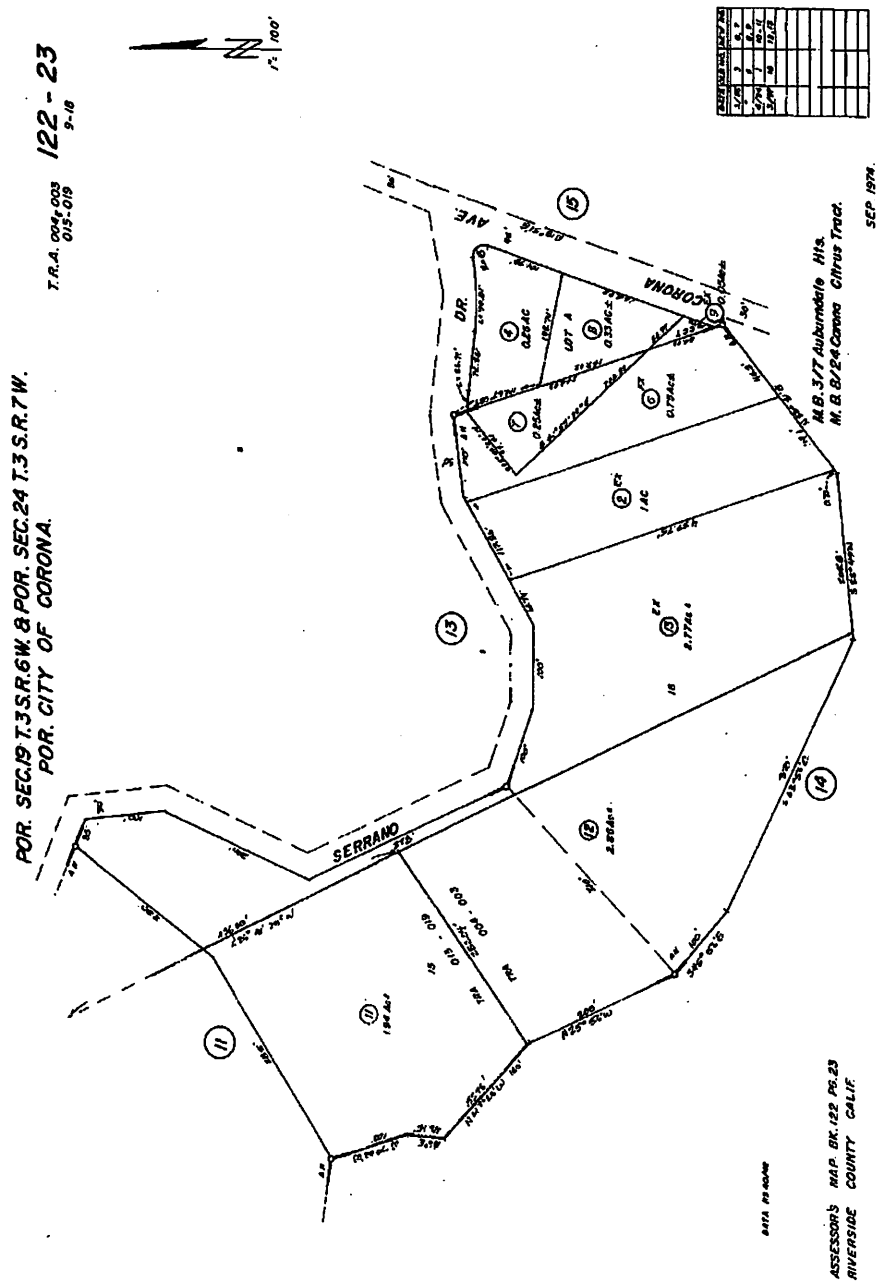
THENCE NORTH 26° 23' 47" WEST A DISTANCE OF 89.95 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF SAID PORTION OF LOT 10;

THENCE SOUTH 63° 35' 07" EAST A DISTANCE OF 110.06 FEET, ALONG SAID NORTHEASTERLY LINE;

THENCE NORTH 84° 13' 15" EAST A DISTANCE OF 17.60 FEET ALONG SAID NORTHEASTERLY LINE TO THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE CITED IN SAID INSTRUMENT 2001-546736 AS HAVING BEARING OF NORTH 26° 22' 54" WEST AND A LENGTH OF 152.67 FEET; THENCE SOUTH 26°

23' 47" EAST, ALONG SAID CERTAIN COURSE 152.80 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 965.98 FEET TO WHICH A RADIAL LINE BEARS SOUTH 31° 26' 27" EAST, SAID CURVE ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04° 13' 14" AN ARC DISTANCE OF 71.16 FEET;

THENCE SOUTH 58° 33' 33" WEST A DISTANCE OF 12.46 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE TO THE POINT OF BEGINNING.



POR. SEC. 19 T. 3 S. R. 6 W. & POR. SEC. 24 T. 3 S. R. 7 W.  
 POR. CITY OF CORONA.

122-23  
 9-18  
 T.R.A. 004-003  
 015-019

ASSASSOR'S MAP BK. 122 PG. 23  
 RIVERSIDE COUNTY CALIF.

Description: Riverside, CA Assessor Map 122.23 Page: 1 of 1  
 Order: 6764644 Comment:



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

SEE ATTACHED

Faithful Performance	<b>\$126,600</b>
Labor and Material	<b>\$63,300</b>

**BOND ESTIMATE SHEET**  
(Use for Improvements Other than Grading Work Only)

Project: Tuscany Villa / PWIM2021-0019  
 Location: Tract Map 35851  
 Drawing No: 21-037S (Street)

DATE: 11/14/2022

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Material
		Note 2 (Round to nearest \$200)	Bond Note 3 (Round to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	97,331	126,600.00	63,300.00
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)			

**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 cost.
- 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. No arrangements for bonds shall be made until the City has issued the project's Bond & Fee Letter.
- 5 **A current title report shall be submitted for bonding purposes.**

PREPARED BY:

WET STAMP & DATE

Kevin J. Richer   
 Engineer's Name & Signature

Land Development Design Company  
 Company

909 930 1466 / kevin.richer@lddc.net

Tel No/Email



**QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS MARCH 2018**

**Project #:** Tuscany Villa / PWIM2021-019 (Street Improvemt)  
**Location:** Tract Map 35851

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
<b>Removal</b>				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00	3450	\$ 10,350.00
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00	146	\$ 2,336.00
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00	663	\$ 5,304.00
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ 17,990.00</b>
<b>Relocation</b>				
Power	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Asphalt</b>				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC FOGSEAL	SY	\$5.00	2502	\$ 12,510.00
AC Overlay	SY	\$8.00		\$ -
AC Pavement (3,164 SF)	SF			\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00	99	\$ 18,810.00
Base (sf x depth / 27)	CY	\$110.00	78	\$ 8,580.00
Fogseal	SY	\$5.00	3164	\$ 15,820.00
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ 55,720.00</b>
<b>Concrete</b>				
Alley Approach, 8" PCC	SF	\$28.00		\$ -
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00	13	\$ 546.00
Curb & Gutter 8"	LF	\$44.00		\$ -

Cross Gutter & Spandrel	SF	\$29.00	1726	\$	50,054.00
D/W Approach, Complete	EA	\$6,000.00		\$	-
D/W Approach, 6"	SF	\$28.00	233	\$	6,524.00
D/W Approach, 8"	SF	\$30.00		\$	-
Pavement, 8"	SF	\$13.00		\$	-
Sidewalk, 4"	SF	\$13.00	468	\$	6,084.00
V-Gutter	SF	\$13.00		\$	-
W/C Ramp	SF	\$38.00		\$	-
W/C Ramp	EA	\$3,800.00	2	\$	7,600.00
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
<b>SUBTOTAL</b>				<b>\$</b>	<b>70,808.00</b>

**Storm Drain**

Box Culvert (Including Backfill)	CY	\$3,500.00		\$	-
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$	-
Catach Basin, W<8'	EA	\$7,000.00	1	\$	7,000.00
Catach Basin, W>8'	EA	\$10,500.00		\$	-
Channel, Reinf. Conc. Lined	SF	\$13.00		\$	-
Channel, Open Conc. <24"	LF	\$150.00		\$	-
Channel, Open Conc. 27"-36"	LF	\$250.00		\$	-
Channel, Open Conc. 42"-72"	LF	\$500.00		\$	-
Collar, 45"-60"	EA	\$1,300.00		\$	-
Collar, >60"	EA	\$2,000.00		\$	-
Encasement	LF	\$65.00		\$	-
Energy Dissipater	LS	\$10.00		\$	-
Grate Inlet, 12"x 12"	EA	\$500.00		\$	-
Grate Inlet, 24"x 24"	EA	\$1,300.00		\$	-
Grate Inlet, 36"x 36"	EA	\$500.00		\$	-
Headwalls, Gravity Type	EA	\$200.00		\$	-
Headwalls, Wing Type	EA	\$9,000.00		\$	-
Inlet Apron	EA	\$3,000.00		\$	-
Junction Structure	EA	\$10,000.00		\$	-
Manhole, H<8'	EA	\$6,000.00		\$	-
Manhole, H>8'	EA	\$8,000.00		\$	-
Pipe, 18" RCP	LF	\$159.00		\$	-
Pipe, 24" RCP	LF	\$201.00		\$	-
Pipe, 30" RCP	LF	\$241.00		\$	-
Pipe, 36" RCP	LF	\$280.00		\$	-
Pipe, 42" RCP	LF	\$318.00		\$	-
Pipe, 48" RCP	LF	\$355.00		\$	-
Pipe, 54" RCP	LF	\$391.00		\$	-
Pipe, 60" RCP	LF	\$426.00		\$	-
Pipe, 66" RCP	LF	\$461.00		\$	-
Pipe, 72" RCP	LF	\$495.00		\$	-
Pipe, 78" RCP	LF	\$528.00		\$	-

Pipe, 84" RCP	LF	\$561.00	\$	-
Rip-Rap, Grouted	SF	\$10.00	\$	-
Rip-Rap, Grouted	TON	\$75.00	\$	-
Transition Structure	EA	\$5,000.00	\$	-
Underwalk, Drain, W<6'	EA	\$3,000.00	\$	-
Underwalk, Drain, W>6'	EA	\$4,000.00	\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			<b>\$</b>	<b>7,000.00</b>

<b>Street Lights</b>				
Pull Box No. 3 1/2	EA	\$500.00	\$	-
Pull Box No. 5	EA	\$700.00	4 \$	2,800.00
Service Point	EA	\$7,000.00	\$	-
St. Light, 501 - 1 only	EA	\$5,000.00	\$	-
St. Light, 501 - 2 to 5	EA	\$4,900.00	\$	-
St. Light, 501 - 5+	EA	\$4,800.00	\$	-
St. Light, 502 - 1 only	EA	\$5,500.00	1 \$	5,500.00
St. Light, 502 - 2 to 5	EA	\$5,400.00	\$	-
St. Light, 502 - 5+	EA	\$5,300.00	\$	-
St. Lt. Conduit, 1" Sch 80			\$	-
<500 LF	LF	\$12.00	\$	-
>500 LF	LF	\$10.00	\$	-
St. Lt. Conduit, 1-1/2" Sch 80			\$	-
<500 LF	LF	\$16.00	445 \$	7,120.00
>500 LF	LF	\$14.00	\$	-
OTHER=Relocate Ex. Pull Box	EA	\$500.00	1 \$	500.00
OTHER=			\$	-
<b>SUBTOTAL</b>			<b>\$</b>	<b>15,920.00</b>

<b>Traffic</b>				
Signal, 6 phse+MstrCont.	EA	\$300,000.00	\$	-
Signal, 8 phse+MstrCont.	EA	\$350,000.00	\$	-
Pavemanr marker	EA	\$100.00	4 \$	400.00
Striping, 4" Sld wht/ylw	LF	\$0.50	\$	-
Striping, 8" Sld wht/ylw	LF	\$0.65	160 \$	104.00
Striping,	LF	\$0.50	\$	-
Striping, Skip	LF	\$0.35	\$	-
Striping, Double	LF	\$0.75	262 \$	196.50
<b>SUBTOTAL</b>			<b>\$</b>	<b>700.50</b>

<b>Walls</b>				
Retaining Walls	SF	\$15.00		

<b>Miscellaneous</b>				
Barricade, 40'	EA	\$1,600.00	\$	-
Water Lateral	EA	\$5,000.00	\$	-

Water Meter Installation	EA	\$2,500.00	\$	-
Paving Replacement, Trench	LF	\$16.00		
Pressure Reducing Station	EA	\$90,000.00	\$	-
Shoring for Trenches > 5'Deep	LF	\$17.00	\$	-
Street Name Signs	EA	\$500.00	\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			<b>\$</b>	<b>-</b>

<b>Sewer</b>				
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00	\$	-
Manhole, 6' dia., 12' to 20' deep	EA	\$13,000.00	\$	-
Pipe, 4" VCP	LF	\$70.00	\$	-
Pipe, 6" VCP	LF	\$106.00	\$	-
Pipe, 8" VCP	LF	\$142.00	\$	-
Pipe, 10" VCP	LF	\$178.00	\$	-
Pipe, 12" VCP	LF	\$215.00	\$	-
Pipe, 15" VCP	LF	\$270.00	\$	-
Pipe, 4" DIP	LF	\$70.00	\$	-
Pipe, 6" DIP	LF	\$106.00	\$	-
Pipe, 8" DIP	LF	\$142.00	\$	-
Pipe, 10" DIP	LF	\$178.00	\$	-
Pipe, 12" DIP	LF	\$215.00	\$	-
Pipe, 15" DIP	LF	\$270.00	\$	-
<b>SUBTOTAL</b>			<b>\$</b>	<b>-</b>

<b>Miscellaneous Sewer</b>				
Adjust Manhole	EA	\$2,000.00	\$	-
Clean Out	EA	\$2,000.00	\$	-
Saddle	EA	\$2,610.00	\$	-
OTHER=			\$	-
OTHER=	LF		\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			<b>\$</b>	<b>-</b>


<b>Water</b>				
Pipe, 4" DIP	LF	\$43.00	\$	-
Pipe, 6" DIP	LF	\$57.00	\$	-
Pipe, 8" DIP	LF	\$75.00	\$	-
Pipe, 10" DIP	LF	\$93.00	\$	-
Pipe, 12" DIP	LF	\$105.00	\$	-
Valve, 4"	EA	\$1,500.00	\$	-
Valve, 6"	EA	\$1,800.00	\$	-
Valve, 8"	EA	\$2,800.00	\$	-
Valve, 10"	EA	\$4,000.00	\$	-

Valve, 12"	EA	\$5,300.00	\$	-
Valve, 16"	EA	\$7,500.00	\$	-
<b>SUBTOTAL</b>			<b>\$</b>	<b>-</b>

Fire Hydrant, 6"	EA	\$4,900.00	\$	-
Fire Service, 6"	EA	\$12,000.00	\$	-
8" Blind Flange	EA	\$200.00	\$	-
12"X6" Reducer	EA	\$300.00	\$	-
6" BEND	EA	\$100.00	\$	-
12" TEE	EA	\$400.00	\$	-
12" BEND	EA	\$300.00	\$	-
Service, 1"	EA	\$2,500.00	\$	-
Service, 2"	EA	\$3,400.00	\$	-
OTHER=Steel Casing	LF	\$200.00	\$	-
8" BEND	EA	\$200.00	\$	-
8" TEE	EA	\$300.00	\$	-
<b>SUBTOTAL</b>			<b>\$</b>	<b>-</b>
<b>TOTAL COST</b>			<b>\$</b>	<b>97,330.50</b>

**PREPARED BY:**

**Wet Stamp & Date**

  
 Kevin J. Richer  
 Land Development Design Company  
 Company  
 909 930 1466 / kevin.riche@lddc.net  
 Tel No/Email





# Cash Register Receipt

City of Corona

**Receipt Number**  
**R37682**

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2021-0019 Address: TTM 35851 APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$63,300.00
<b>TOTAL FEES PAID BY RECEIPT: R37682</b>			<b>\$63,300.00</b>

Date Paid: Tuesday, January 17, 2023

Paid By: CORONA 4 LAND LLC

Cashier: KAVV

Pay Method: BOND





# Cash Register Receipt

City of Corona

**Receipt Number**  
**R37681**

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2021-0019 Address: TTM 35851 APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$126,600.00
<b>TOTAL FEES PAID BY RECEIPT: R37681</b>			<b>\$126,600.00</b>

Date Paid: Tuesday, January 17, 2023

Paid By: CORONA 4 LIFE LLC

Cashier: KAVV

Pay Method: BOND

BOND NO. CAC 722658  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**CITY OF CORONA**  
**SUBDIVISION IMPROVEMENTS**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and Corona 4 Land, LLC, 1485 Pomona Road, Suite #G, Corona, CA 92882

\_\_\_\_ ("PRINCIPAL") have entered into an Improvement Agreement dated on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for public improvements to be constructed as part of the

Public Street Improvements for Tract Map 35851 - Tuscany Villas DWG#21-037S- PWIM2021-0019

project ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference;

WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, for the performance of the Improvement Agreement;

NOW,                      THEREFORE,                      the                      PRINCIPAL                      and Merchants Bonding Company (Mutual)                      a P.O. Box 14498, Des Moines, IA 50306-3498                     , a company organized and doing business under and by virtue of the laws of the State of ~~California~~ (Iowa) and duly licensed to conduct a general surety business in the State of California, as "SURETY," are held and firmly bound unto the CITY, as "OBLIGEE," in the sum of One Hundred Twenty Six Thousand Six Hundred

                     **DOLLARS** (\$ 126,600.00 ) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the above bounded PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers,

agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

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

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

This bond is executed and filed to comply with Section 66499.1 of the Government Code of California as improvement security.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Northfield, IL, California, this 13th day of January, 2023.

**PRINCIPAL**

Corona 4 Land, LLC

Print Name

By:

Signature

Name

Title

Date

**SURETY**

Merchants Bonding Company (Mutual)

Print Name

By:

Signature

Name

Attorney-in-Fact

Title

January 13, 2023

Date

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.**



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Craig Sherman; Ted Sherman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

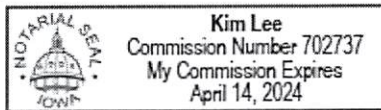
By

*Larry Taylor*  
President



STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2023



*William Warner Jr.*  
Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

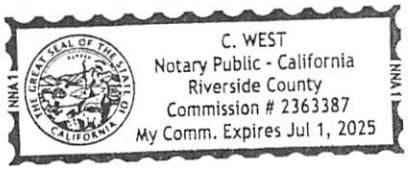
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On January 16, 2023 before me, C. West, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This bond is executed and filed to comply with Section 66499.2 of the California Government Code as improvement security. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition.

The undersigned hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Northfield, IL, California, this 13th day of January, 2023.

**PRINCIPAL**

Corona 4 Land, LLC  
Print Name

By: [Signature]  
Signature

Yousef Audi  
Name

Manager  
Title

1/16/2023  
Date

**SURETY**

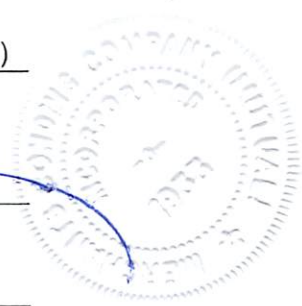
Merchants Bonding Company (Mutual)  
Print Name

By: [Signature]  
Signature

Craig Sherman  
Name

Attorney-in-Fact  
Title

January 13, 2023  
Date



**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.**



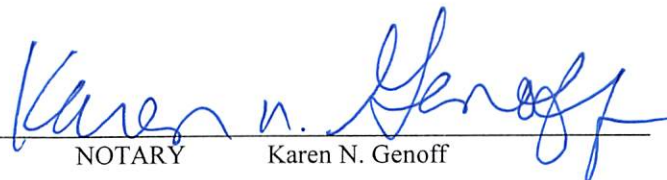
STATE OF ILLINOIS (           )  
                                      (            SS  
COUNTY OF COOK (            )

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Merchants Bonding Company (Mutual) Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Merchants Bonding Company (Mutual) , an Iowa Corporation for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Northfield, Illinois in Said County This

13<sup>th</sup> Day of January , 2023

My Commission Expires

  
\_\_\_\_\_  
NOTARY           Karen N. Genoff



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

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Craig Sherman; Ted Sherman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

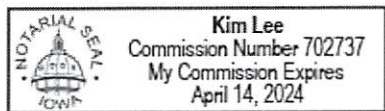
By

*Larry Taylor*  
President



STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

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*William Warner Jr.*  
Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

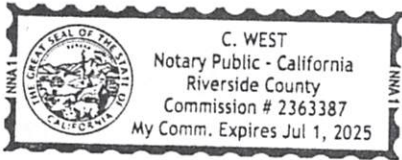
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State of California )  
County of Riverside )  
On January 16, 2023 before me, C. West, notary public,  
Date Here Insert Name and Title of the Officer  
personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**AGREEMENT FOR PUBLIC WATER IMPROVEMENTS FOR –  
TRACT MAP 35851 -TUSCANY VILLAS  
DWG. 21-037S – PWIM2021-0019  
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **1<sup>st</sup> day of February, 2023**, by and between the City of Corona, a municipal corporation (hereinafter referred to as “City”), and **CORONA 4 LAND LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal offices located at, **1485 Pomona Road, Suite G, CA, 92882** (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 35851 – Tuscany Villas** 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 **Nine Hundred Eight Thousand Six Hundred Dollars and No Cents (\$908,600)** 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:**  
Corona 4 Land, LLC  
1485 Pomona Road, Suite G  
Corona, CA 92882

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

**CORONA 4 LAND, LLC**  
a California limited liability company

By: \_\_\_\_\_

Yousef Audi, Manager



**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**

**LEGAL DESCRIPTION**

Real property in the City of Corona, County of Riverside, State of California, described as follows:

PARCEL 1: (APN: 122-230-012)

THOSE PORTIONS OF LOTS 15 AND 16, BLOCK 1 OF J.F. MOULTON & H.B. PRAED'S SUBDIVISION OF AUBURNDALE HEIGHTS, AS PER MAP RECORDED IN BOOK 3, PAGES 7 AND 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONVEYED IN A DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 13, 1973 AS INSTRUMENT NO. 31320 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF NORTH 54° 04' 51" EAST AND A LENGTH OF 225.11 FEET IN THE SOUTHERLY LINE OF SEGMENT 1 OF A MAP FILED FOR RECORD ON APRIL 25, 1991 IN THE STATE HIGHWAY MAP BOOK 10, PAGES 6 THROUGH 15, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT BEING DISTANT THEREON SOUTH 54° 08' 52" WEST, 54.055 METERS FROM ITS EASTERLY TERMINUS; THENCE LEAVING SAID CERTAIN COURSE, SOUTH 26° 18' 56" EAST, 22.101 METERS; THENCE SOUTH 34° 20' 17" EAST, 27.897 METERS; THENCE SOUTH 24° 02' 38" EAST, 145.871 METERS; THENCE SOUTH 28° 01' 54" EAST, 45.553 METERS; THENCE SOUTH 32° 42' 58" EAST, 68.691 METERS; THENCE SOUTH 27° 59' 07" EAST, 65.736 METERS; THENCE SOUTH 30° 49' 15" EAST, 0.869 METERS TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 30° 49' 15" EAST, 61.923 METERS; THENCE SOUTH 26° 17' 38" EAST, 179.344 METERS TO A POINT ON A CERTAIN COURSE CITED AS HAVING A BEARING OF SOUTH 83° 49' WEST AND A LENGTH OF 205.80 FEET IN PARCEL 3 OF SAID DEED, SAID POINT BEING DISTANT THEREON NORTH 84° 19' 22" EAST, 9.582 METERS FROM ITS WESTERLY TERMINUS.

EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "A"; THENCE SOUTH 55° 16' 05" WEST, 85.000 METERS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE VI, MULTIPLY DISTANCES SHOWN BY 1.000024911 TO OBTAIN GROUND LEVEL DISTANCES.

PARCEL 2: (APN: 122-140-012)

THAT PORTION OF LOT 10 OF CORONA CITRUS TRACT, AS PER MAP RECORDED IN BOOK 8, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONVEYED IN A DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 7, 1973 AS INSTRUMENT NO. 73604, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE CITED AS HAVING A BEARING OF NORTH 26° 22' 54" WEST AND A LENGTH OF 152.67 FEET IN SAID DEED;

THENCE NORTH 26° 22' 45" WEST ALONG SAID CERTAIN COURSE, 46.568 METERS TO A POINT IN THE



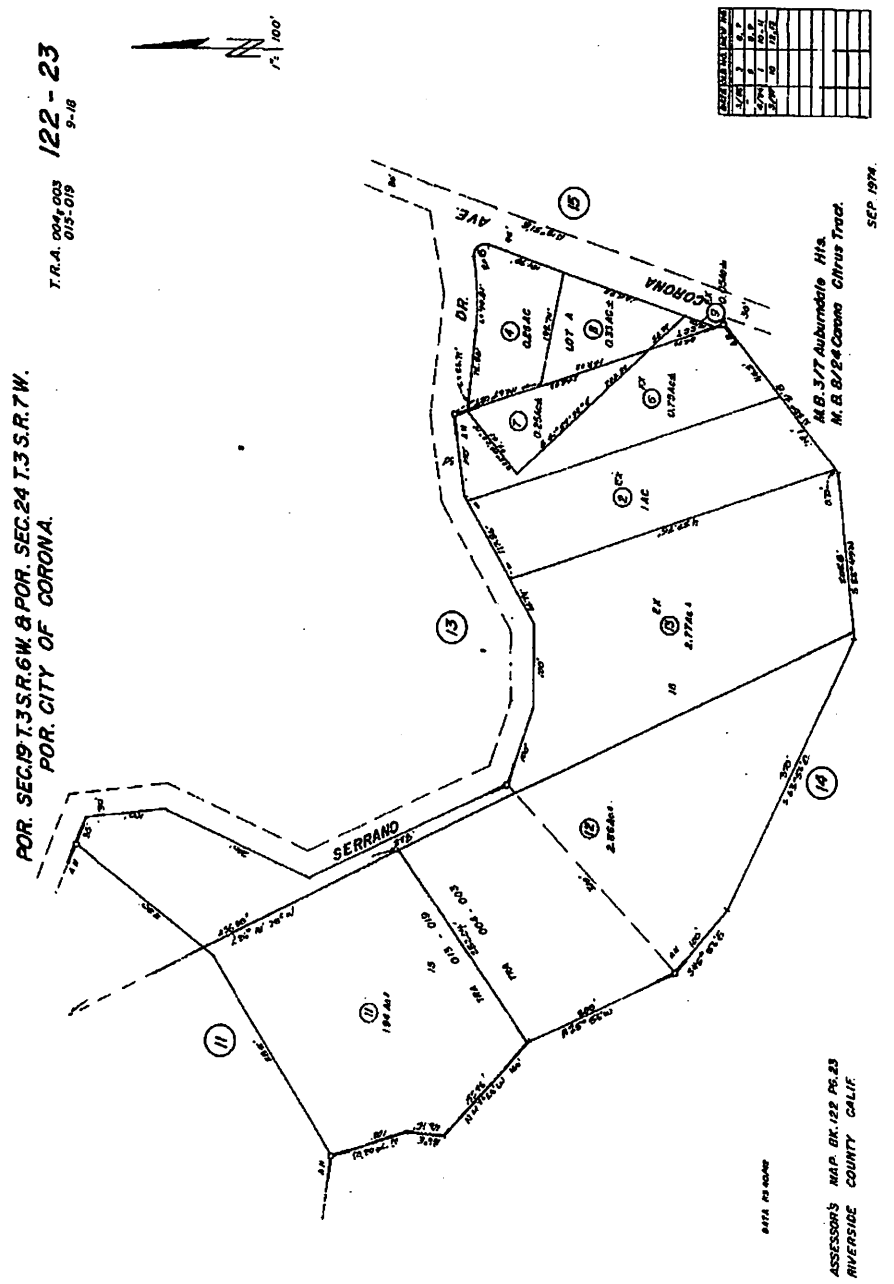
BOUNDARY OF SAID LOT 10, DISTANT THEREON SOUTH 84° 19' 22" WEST, (SHOWN AS SOUTH 83° 49' WEST ON SAID MAP OF THE CORONA CITRUS TRACT) 57.382 METERS FROM AN ANGLE OF SAID BOUNDARY;  
THENCE ALONG SAID BOUNDARY NORTH 84° 19' 22" EAST, 4.166 METERS;  
THENCE LEAVING SAID BOUNDARY, SOUTH 26° 17' 38" EAST, 44.444 METERS TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 294.437 METERS, SAID CURVE BEING IN THE NORTHWESTERLY LINE OF CORONA AVENUE SHOWN AS HAVING A RADIUS OF 966 FEET IN SEGMENT 1 OF A MAP FILED FOR RECORD ON AUGUST 2, 1991 IN STATE HIGHWAY MAP BOOK 10, PAGES 23 THROUGH 27 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG SAID CURVE FROM A TANGENT BEARING SOUTH 53° 35' 32" WEST THROUGH A CENTRAL ANGLE OF 0° 45' 22" AN ARC LENGTH 3.886 METERS TO THE POINT OF BEGINNING.

THE BEARING AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE VI, MULTIPLY DISTANCES SHOWN BY 1.000024911 TO OBTAIN GROUND LEVEL DISTANCES.

PARCEL 3: (122-140-016)

BEING A PORTION OF LOT 10 OF CORONA CITRUS TRACT, AS PER MAP RECORDED IN BOOK 8, PAGE 24 AS CONVEYED PER INSTRUMENT NUMBER 2001-546736, DATED NOVEMBER 5, 2001, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THE CITY OF CORONA, RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY POINT OF SAID PORTION OF LOT 10, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE;  
THENCE NORTH 58° 33' 33" EAST A DISTANCE OF 398.72 FEET, ALONG SAID NORTHERLY RIGHT OF WAY OF CORONA AVENUE, TO THE POINT OF BEGINNING;  
THENCE NORTH 26° 23' 47" WEST A DISTANCE OF 32.94 FEET;  
THENCE SOUTH 72° 02' 54" WEST A DISTANCE OF 65.60 FEET;  
THENCE NORTH 16° 13' 05" WEST A DISTANCE OF 87.91 FEET;  
THENCE NORTH 26° 14' 33" EAST A DISTANCE OF 62.09 FEET;  
THENCE NORTH 26° 23' 47" WEST A DISTANCE OF 89.95 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF SAID PORTION OF LOT 10;  
THENCE SOUTH 63° 35' 07" EAST A DISTANCE OF 110.06 FEET, ALONG SAID NORTHEASTERLY LINE;  
THENCE NORTH 84° 13' 15" EAST A DISTANCE OF 17.60 FEET ALONG SAID NORTHEASTERLY LINE TO THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE CITED IN SAID INSTRUMENT 2001-546736 AS HAVING BEARING OF NORTH 26° 22' 54" WEST AND A LENGTH OF 152.67 FEET; THENCE SOUTH 26° 23' 47" EAST, ALONG SAID CERTAIN COURSE 152.80 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 965.98 FEET TO WHICH A RADIAL LINE BEARS SOUTH 31° 26' 27" EAST, SAID CURVE ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE;  
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04° 13' 14" AN ARC DISTANCE OF 71.16 FEET;  
THENCE SOUTH 58° 33' 33" WEST A DISTANCE OF 12.46 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE TO THE POINT OF BEGINNING.



POR. SEC. 19 T. 3 S. R. 6 W. & POR. SEC. 24 T. 3 S. R. 7 W.  
 POR. CITY OF CORONA.

T.R.A. 004-003  
 015-019  
**122 - 23**  
 9-18

NO.	ACRES	FRAC.	AREA	PERCENT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

M.B. 3/77 Alburmedale Hts.  
 M. B. 8/24 Corona Citrus Tract.  
 SEP. 1974.

ASSESSOR'S MAP BK. 122 PG. 23  
 RIVERSIDE COUNTY CALIF.

Description: Riverside, CA Assessor Map 122.23 Page: 1 of 1  
 Order: 6764644 Comment:

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

SEE ATTACHED

Faithful Performance	\$908,600
Labor and Material	\$454,300

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Riverside )

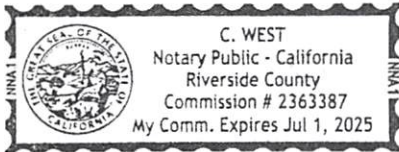
On January 16, 2023 before me, C. West, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**BOND ESTIMATE SHEET**  
(Use for Improvements Other than Grading Work Only)

**Project:** Tuscany Villa / PWIM2021-0019  
**Location:** Tract Map 35851  
**Drawing No:** 21-037S (Water)

**DATE:** 11/14/2022

<b>Description of Improvements</b> <i>*Fill in as appropriate</i>	<b>Construction Cost</b>	<b>Performance Bond</b>	<b>Labor &amp; Material</b>
		<b>Note 2</b> (Round to nearest \$200)	<b>Bond</b> <b>Note 3</b> (Round to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	698,986	908,600.00	454,300.00
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)			

**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 cost.
- 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. No arrangements for bonds shall be made until the City has issued the project's Bond & Fee Letter.
- 5 **A current title report shall be submitted for bonding purposes.**

**PREPARED BY:**

**WET STAMP & DATE**

Kevin J. Richer

Engineer's Name & Signature

Land Development Design Comapny  
Company

909 930 1466 / kevin.richer@lddc.net

Tel No/Email



**QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS MARCH 2018**

**Project #:** Tuscany Villa / PWIM-2021-0019 (Water)  
**Location:** Tract Map 35851

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
<b>Removal</b>				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Relocation</b>				
Power	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Asphalt</b>				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC FOGSEAL	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	SF			\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00		\$ -
Base (sf x depth / 27)	CY	\$110.00		\$ -
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Concrete</b>				
Alley Approach, 8" PCC	SF	\$28.00		\$ -
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00		\$ -

Cross Gutter & Spandrel	SF	\$29.00	\$	-
D/W Approach, Complete	EA	\$6,000.00	\$	-
D/W Approach, 6"	SF	\$28.00	\$	-
D/W Approach, 8"	SF	\$30.00	\$	-
Pavement, 8"	SF	\$13.00	\$	-
Sidewalk, 4"	SF	\$15.00	\$	-
V-Gutter	SF	\$13.00	\$	-
W/C Ramp	EA	\$38.00	\$	-
W/C Ramp	SF	\$3,800.00	\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			\$	-

<b>Storm Drain</b>				
Box Culvert (Including Backfill)	CY	\$3,500.00	\$	-
Box Culvert (Unapp. Areas)	CY	\$2,500.00	\$	-
Catach Basin, W<8'	EA	\$7,000.00	\$	-
Catach Basin, W>8'	EA	\$10,500.00	\$	-
Channel, Reinf. Conc. Lined	SF	\$13.00	\$	-
Channel, Open Conc. <24"	LF	\$150.00	\$	-
Channel, Open Conc. 27"-36"	LF	\$250.00	\$	-
Channel, Open Conc. 42"-72"	LF	\$500.00	\$	-
Collar, 45"-60"	EA	\$1,300.00	\$	-
Collar, >60"	EA	\$2,000.00	\$	-
Encasement	LF	\$65.00	\$	-
Energy Dissipater	LS	\$10.00	\$	-
Grate Inlet, 12"x 12"	EA	\$500.00	\$	-
Grate Inlet, 24"x 24"	EA	\$1,300.00	\$	-
Grate Inlet, 36"x 36"	EA	\$500.00	\$	-
Headwalls, Gravity Type	EA	\$200.00	\$	-
Headwalls, Wing Type	EA	\$9,000.00	\$	-
Inlet Apron	EA	\$3,000.00	\$	-
Junction Structure	EA	\$10,000.00	\$	-
Manhole, H<8'	EA	\$6,000.00	\$	-
Manhole, H>8'	EA	\$8,000.00	\$	-
Pipe, 18" RCP	LF	\$159.00	\$	-
Pipe, 24" RCP	LF	\$201.00	\$	-
Pipe, 30" RCP	LF	\$241.00	\$	-
Pipe, 36" RCP	LF	\$280.00	\$	-
Pipe, 42" RCP	LF	\$318.00	\$	-
Pipe, 48" RCP	LF	\$355.00	\$	-
Pipe, 54" RCP	LF	\$391.00	\$	-
Pipe, 60" RCP	LF	\$426.00	\$	-
Pipe, 66" RCP	LF	\$461.00	\$	-
Pipe, 72" RCP	LF	\$495.00	\$	-
Pipe, 78" RCP	LF	\$528.00	\$	-

Pipe, 84" RCP	LF	\$561.00	\$	-
Rip-Rap, Grouted	SF	\$10.00	\$	-
Rip-Rap, Grouted	TON	\$75.00	\$	-
Transition Structure	EA	\$5,000.00	\$	-
Underwalk, Drain, W<6'	EA	\$3,000.00	\$	-
Underwalk, Drain, W>6'	EA	\$4,000.00	\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			\$	-

<b>Street Lights</b>				
Pull Box No. 3 1/2	EA	\$500.00	\$	-
Pull Box No. 5	EA	\$700.00	\$	-
Service Point	EA	\$7,000.00	\$	-
St. Light, 501 - 1 only	EA	\$5,000.00	\$	-
St. Light, 501 - 2 to 5	EA	\$4,900.00	\$	-
St. Light, 501 - 5+	EA	\$4,800.00	\$	-
St. Light, 502 - 1 only	EA	\$5,500.00	\$	-
St. Light, 502 - 2 to 5	EA	\$5,400.00	\$	-
St. Light, 502 - 5+	EA	\$5,300.00	\$	-
St. Lt. Conduit, 1" Sch 80			\$	-
<500 LF	LF	\$12.00	\$	-
>500 LF	LF	\$10.00	\$	-
St. Lt. Conduit, 1-1/2" Sch 80			\$	-
<500 LF	LF	\$16.00	\$	-
>500 LF	LF	\$14.00	\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			\$	-

<b>Traffic</b>				
Signal, 6 phse+MstrCont.	EA	\$300,000.00	\$	-
Signal, 8 phse+MstrCont.	EA	\$350,000.00	\$	-
Signal, Both+Intrconnect	LF	\$25.00	\$	-
Striping, 4" Sld wht/ylw	LF	\$0.50	\$	-
Striping, 8" Sld wht/ylw	LF	\$0.65	\$	-
Striping,	LF	\$0.50	\$	-
Striping, Skip	LF	\$0.35	\$	-
Striping, Double	LF	\$0.75	\$	-
<b>SUBTOTAL</b>			\$	-

<b>Walls</b>				
Retaining Walls	SF	\$15.00		

<b>Miscellaneous</b>				
Barricade, 40'	EA	\$1,600.00	\$	-
Water Lateral	EA	\$5,000.00	\$	-



Water Meter Installation	EA	\$2,500.00	62	\$	155,000.00
Paving Replacement, Trench	LF	\$16.00	1610	\$	25,760.00
Pressure Reducing Station	EA	\$90,000.00		\$	-
Shoring for Trenches > 5'Deep	LF	\$17.00		\$	-
Street Name Signs	EA	\$500.00		\$	-
Abandone 6" Pipe slury sack backfill	LS	\$5,000.00	1	\$	5,000.00
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
<b>SUBTOTAL</b>				<b>\$</b>	<b>185,760.00</b>

<b>Sewer</b>					
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00		\$	-
Manhole, 6' dia., 12' to 20' deep	EA	\$13,000.00		\$	-
Pipe, 4" VCP	LF	\$70.00		\$	-
Pipe, 6" VCP	LF	\$106.00		\$	-
Pipe, 8" VCP	LF	\$142.00		\$	-
Pipe, 10" VCP	LF	\$178.00		\$	-
Pipe, 12" VCP	LF	\$215.00		\$	-
Pipe, 15" VCP	LF	\$270.00		\$	-
Pipe, 4" DIP	LF	\$70.00		\$	-
Pipe, 6" DIP	LF	\$106.00		\$	-
Pipe, 8" DIP	LF	\$142.00		\$	-
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
<b>SUBTOTAL</b>				<b>\$</b>	<b>-</b>

<b>Miscellaneous Sewer</b>					
Adjust Manhole	EA	\$2,000.00		\$	-
Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
OTHER=				\$	-
OTHER=	LF			\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
<b>SUBTOTAL</b>				<b>\$</b>	<b>-</b>

<b>Water</b>					
Pipe, 6" DIP	LF	\$57.00	28	\$	1,596.00
Pipe, 8" DIP	LF	\$75.00	2004	\$	150,300.00
Pipe, 12" DIP	LF	\$105.00	1446	\$	151,830.00
Valve, 6"	EA	\$1,800.00	3	\$	5,400.00
Valve, 8"	EA	\$2,800.00	7	\$	19,600.00
Valve, 12"	EA	\$5,300.00	10	\$	53,000.00
4" Double Detector Check	EA	\$4,000.00	1	\$	4,000.00
1" Pressure Backflow Preventer	LF	\$700.00	1	\$	700.00
2" Pressure Backflow Preventer	EA	\$1,000.00	9	\$	9,000.00

Removal Existing Tee	EA	\$100.00	6 \$	600.00
Removal Existing Gate Valve	EA	\$100.00	5 \$	500.00
<b>SUBTOTAL</b>			<b>\$</b>	<b>396,526.00</b>

**Miscellaneous Water**

Air & Vac, 2"	EA	\$2,700.00	2 \$	5,400.00
Fire Hydrant, 6"	EA	\$4,900.00	11 \$	53,900.00
Connect Ex. 2" Service	EA	\$1,000.00	1 \$	1,000.00
8" Blind Flange	EA	\$200.00	1 \$	200.00
12"X6" Reducer	EA	\$300.00	1 \$	300.00
6" Bend	EA	\$100.00	1 \$	100.00
12" Tee	EA	\$400.00	7 \$	2,800.00
12" Bend.	EA	\$300.00	2 \$	600.00
Service, 1"	EA	\$2,500.00	1 \$	2,500.00
Service, 2"	EA	\$3,400.00	9 \$	30,600.00
Steel Casing	LF	\$200.00	76 \$	15,200.00
8" Bend	EA	\$200.00	19 \$	3,800.00
8" Tee	EA	\$300.00	1 \$	300.00
<b>SUBTOTAL</b>			<b>\$</b>	<b>116,700.00</b>

**TOTAL COST \$ 698,986.00**

PREPARED BY:



**Kevin J. Richer**  
 Land Development Design Company  
 Company  
 909 930 1466 / kevin.richer@ldddcc.net  
 Tel No/Email

Wet Stamp & Date





# Cash Register Receipt

City of Corona

Receipt Number  
**R37676**

DESCRIPTION	ACCOUNT	STATUS	PAID
<b>ProjectTRAK</b>			
PWIM2021-0019    Address: TTM 35851    APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$908,600.00
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$454,300.00
<b>TOTAL FEES PAID BY RECEIPT: R37676</b>			<b>\$1,362,900.00</b>

Date Paid: Tuesday, January 17, 2023

Paid By: CORONA 4 LAND LLC

Cashier: KAVV

Pay Method: BOND

BOND NO. CAC 722657  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**CITY OF CORONA**  
**SUBDIVISION IMPROVEMENTS**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and Corona 4 Land, LLC, 1485 Pomona Road, Suite #G, Corona, CA 92882

\_\_\_\_\_ ("PRINCIPAL") have entered into an Improvement Agreement dated on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for public improvements to be constructed as part of the

Public Storm Drain Improvements for Tract Map 35851 - Tuscany Villas DWG#21-037S- PWIM2021-0019

project ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference;

WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, for the performance of the Improvement Agreement;

NOW,                      THEREFORE,                      the                      PRINCIPAL                      and                      Merchants Bonding Company (Mutual)                     , a                      P.O. Box 14498, Des Moines, IA 50306-3498                     , a                      company organized and doing business under and by virtue of the laws of the State of ~~California~~ (Iowa) and duly licensed to conduct a general surety business in the State of California, as "SURETY," are held and firmly bound unto the CITY, as "OBLIGEE," in the sum of                      Three Hundred Five Thousand Eight Hundred

                     **DOLLARS** (\$ 305,800.00 ) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the above bounded PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers,

agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

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

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

This bond is executed and filed to comply with Section 66499.1 of the Government Code of California as improvement security.

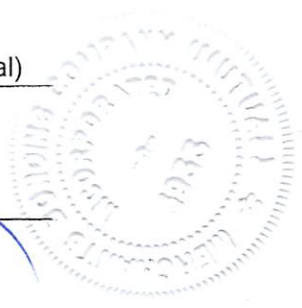
IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Northfield, IL, California, this 13th day of January, 2023.

**PRINCIPAL**

Corona 4 Land, LLC  
Print Name  
By: [Signature]  
Signature  
Yousef Audi  
Name  
Manager  
Title  
1/16/2023  
Date

**SURETY**

Merchants Bonding Company (Mutual)  
Print Name  
By: [Signature]  
Signature  
Craig Sherman  
Name  
Attorney-in-Fact  
Title  
January 13, 2023  
Date



**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.**

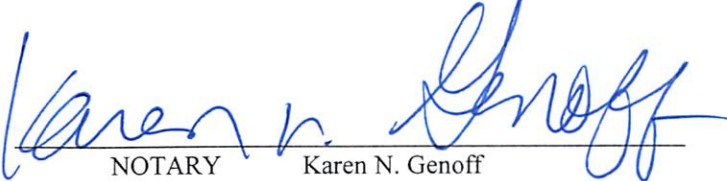
STATE OF ILLINOIS (   
 ( SS   
 COUNTY OF COOK (

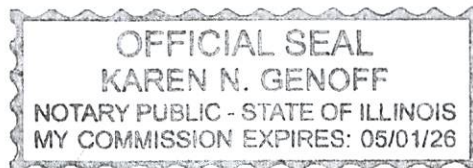
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Merchants Bonding Company (Mutual) Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Merchants Bonding Company (Mutual) , an Iowa Corporation for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Northfield, Illinois in Said County This

13<sup>th</sup> Day of January , 2023

My Commission Expires

  
NOTARY Karen N. Genoff



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Craig Sherman; Ted Sherman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

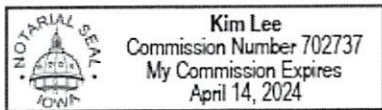


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2023



*William Warner Jr.*  
Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

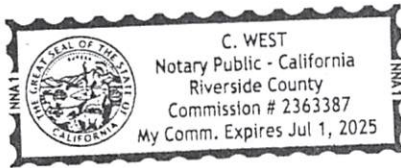
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On January 16, 2023 before me, C West, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This bond is executed and filed to comply with Section 66499.2 of the California Government Code as improvement security. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition.

The undersigned hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Northfield, IL, California, this 13th day of January, 2023.

**PRINCIPAL**

Corona 4 Land, LLC  
Print Name

By:   
Signature

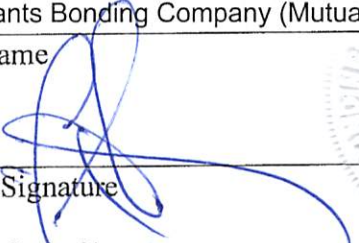
Youssef Audi  
Name

Manager  
Title

1/16/2023  
Date

**SURETY**

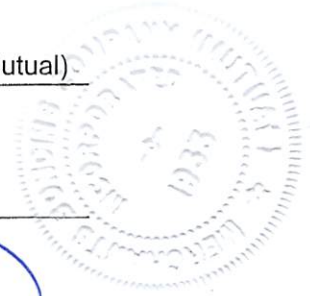
Merchants Bonding Company (Mutual)  
Print Name

By:   
Signature

Craig Sherman  
Name

Attorney-in-Fact  
Title

January 13, 2023  
Date



**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.**

STATE OF ILLINOIS ( )  
( ) SS  
COUNTY OF COOK ( )

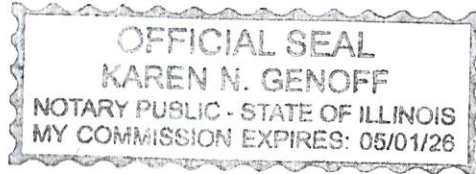
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Merchants Bonding Company (Mutual) Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Merchants Bonding Company (Mutual) , an Iowa Corporation for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Northfield, Illinois in Said County This

13<sup>th</sup> Day of January , 2023

My Commission Expires

  
NOTARY Karen N. Genoff



# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Craig Sherman; Ted Sherman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."


"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

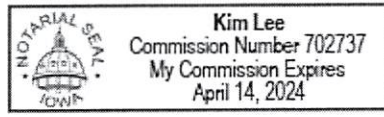
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President



STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2023

   
Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Riverside )

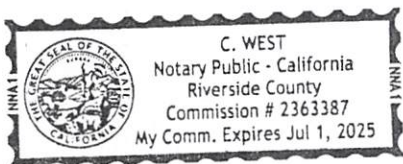
On January 16, 2023 before me, C. West, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Joseph Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**AGREEMENT FOR PUBLIC SEWER IMPROVEMENTS FOR –  
TRACT MAP 35851 -TUSCANY VILLAS  
DWG. 21-037S – PWIM2021-0019  
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **1<sup>st</sup> day of February, 2023**, by and between the City of Corona, a municipal corporation (hereinafter referred to as “City”), and **CORONA 4 LAND LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal offices located at, **1485 Pomona Road, Suite G, CA, 92882** (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 35851 – Tuscany Villas** 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 **Four Hundred Eighty-Seven Thousand Dollars and No Cents (\$487,000)** 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:**  
Corona 4 Land, LLC  
1485 Pomona Road, Suite G  
Corona, CA 92882

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

**CORONA 4 LAND, LLC**  
a California limited liability company

By: \_\_\_\_\_

  
Yousef Audi, Manager

**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 ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

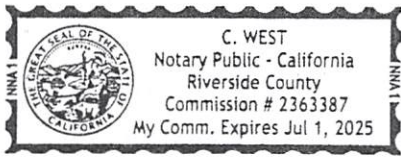
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On January 16, 2023 before me, C. West, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROJECT**  
**SEE ATTACHED**

**LEGAL DESCRIPTION**

Real property in the City of Corona, County of Riverside, State of California, described as follows:

PARCEL 1: (APN: 122-230-012)

THOSE PORTIONS OF LOTS 15 AND 16, BLOCK 1 OF J.F. MOULTON & H.B. PRAED'S SUBDIVISION OF AUBURNDALE HEIGHTS, AS PER MAP RECORDED IN BOOK 3, PAGES 7 AND 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONVEYED IN A DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 13, 1973 AS INSTRUMENT NO. 31320 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF NORTH 54° 04' 51" EAST AND A LENGTH OF 225.11 FEET IN THE SOUTHERLY LINE OF SEGMENT 1 OF A MAP FILED FOR RECORD ON APRIL 25, 1991 IN THE STATE HIGHWAY MAP BOOK 10, PAGES 6 THROUGH 15, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT BEING DISTANT THEREON SOUTH 54° 08' 52" WEST, 54.055 METERS FROM ITS EASTERLY TERMINUS; THENCE LEAVING SAID CERTAIN COURSE, SOUTH 26° 18' 56" EAST, 22.101 METERS; THENCE SOUTH 34° 20' 17" EAST, 27.897 METERS; THENCE SOUTH 24° 02' 38" EAST, 145.871 METERS; THENCE SOUTH 28° 01' 54" EAST, 45.553 METERS; THENCE SOUTH 32° 42' 58" EAST, 68.691 METERS; THENCE SOUTH 27° 59' 07" EAST, 65.736 METERS; THENCE SOUTH 30° 49' 15" EAST, 0.869 METERS TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 30° 49' 15" EAST, 61.923 METERS; THENCE SOUTH 26° 17' 38" EAST, 179.344 METERS TO A POINT ON A CERTAIN COURSE CITED AS HAVING A BEARING OF SOUTH 83° 49' WEST AND A LENGTH OF 205.80 FEET IN PARCEL 3 OF SAID DEED, SAID POINT BEING DISTANT THEREON NORTH 84° 19' 22" EAST, 9.582 METERS FROM ITS WESTERLY TERMINUS.

EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "A";  
THENCE SOUTH 55° 16' 05" WEST, 85.000 METERS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE VI, MULTIPLY DISTANCES SHOWN BY 1.000024911 TO OBTAIN GROUND LEVEL DISTANCES.

PARCEL 2: (APN: 122-140-012)

THAT PORTION OF LOT 10 OF CORONA CITRUS TRACT, AS PER MAP RECORDED IN BOOK 8, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONVEYED IN A DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 7, 1973 AS INSTRUMENT NO. 73604, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE CITED AS HAVING A BEARING OF NORTH 26° 22' 54" WEST AND A LENGTH OF 152.67 FEET IN SAID DEED;

THENCE NORTH 26° 22' 45" WEST ALONG SAID CERTAIN COURSE, 46.568 METERS TO A POINT IN THE

BOUNDARY OF SAID LOT 10, DISTANT THEREON SOUTH 84° 19' 22" WEST, (SHOWN AS SOUTH 83° 49' WEST ON SAID MAP OF THE CORONA CITRUS TRACT) 57.382 METERS FROM AN ANGLE OF SAID BOUNDARY;  
THENCE ALONG SAID BOUNDARY NORTH 84° 19' 22" EAST, 4.166 METERS;  
THENCE LEAVING SAID BOUNDARY, SOUTH 26° 17' 38" EAST, 44.444 METERS TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 294.437 METERS, SAID CURVE BEING IN THE NORTHWESTERLY LINE OF CORONA AVENUE SHOWN AS HAVING A RADIUS OF 966 FEET IN SEGMENT 1 OF A MAP FILED FOR RECORD ON AUGUST 2, 1991 IN STATE HIGHWAY MAP BOOK 10, PAGES 23 THROUGH 27 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG SAID CURVE FROM A TANGENT BEARING SOUTH 53° 35' 32" WEST THROUGH A CENTRAL ANGLE OF 0° 45' 22" AN ARC LENGTH 3.886 METERS TO THE POINT OF BEGINNING.

THE BEARING AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE VI, MULTIPLY DISTANCES SHOWN BY 1.000024911 TO OBTAIN GROUND LEVEL DISTANCES.

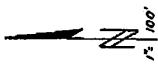
PARCEL 3: (122-140-016)

BEING A PORTION OF LOT 10 OF CORONA CITRUS TRACT, AS PER MAP RECORDED IN BOOK 8, PAGE 24 AS CONVEYED PER INSTRUMENT NUMBER 2001-546736, DATED NOVEMBER 5, 2001, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THE CITY OF CORONA, RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

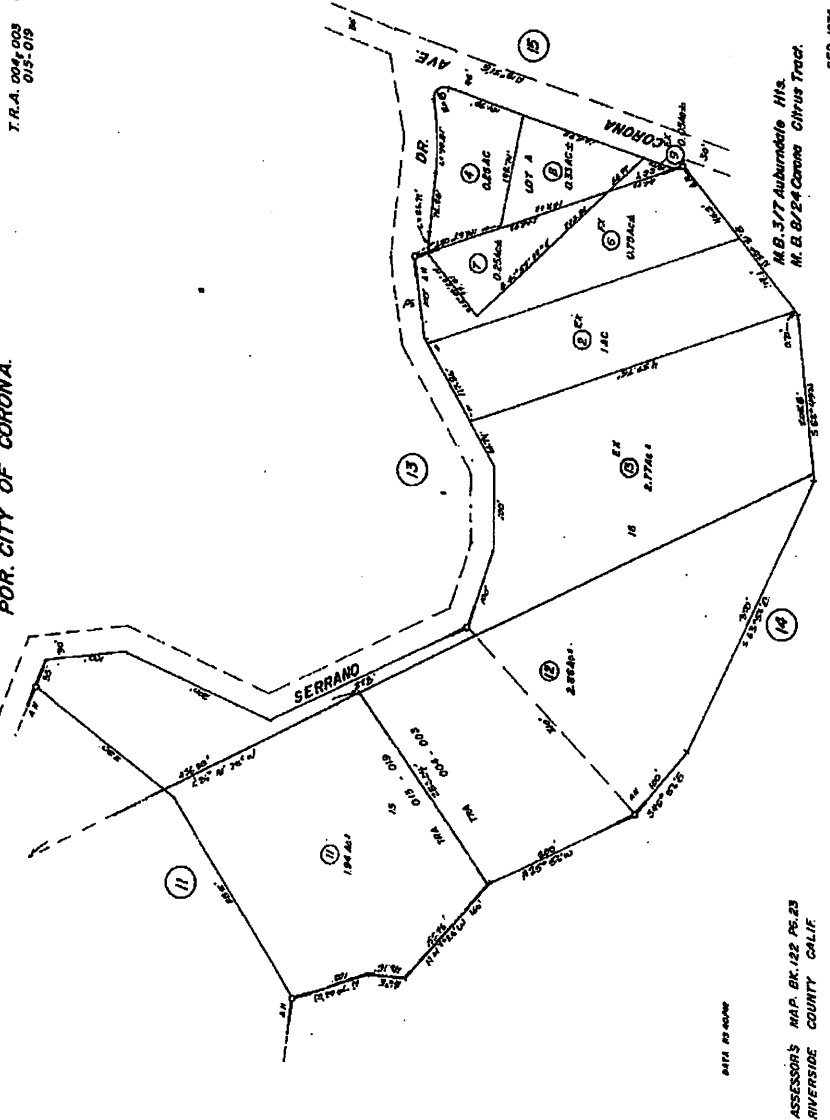
COMMENCING AT THE MOST SOUTHERLY POINT OF SAID PORTION OF LOT 10, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE;  
THENCE NORTH 58° 33' 33" EAST A DISTANCE OF 398.72 FEET, ALONG SAID NORTHERLY RIGHT OF WAY OF CORONA AVENUE, TO THE POINT OF BEGINNING;  
THENCE NORTH 26° 23' 47" WEST A DISTANCE OF 32.94 FEET;  
THENCE SOUTH 72° 02' 54" WEST A DISTANCE OF 65.60 FEET;  
THENCE NORTH 16° 13' 05" WEST A DISTANCE OF 87.91 FEET;  
THENCE NORTH 26° 14' 33" EAST A DISTANCE OF 62.09 FEET;  
THENCE NORTH 26° 23' 47" WEST A DISTANCE OF 89.95 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF SAID PORTION OF LOT 10;  
THENCE SOUTH 63° 35' 07" EAST A DISTANCE OF 110.06 FEET, ALONG SAID NORTHEASTERLY LINE;  
THENCE NORTH 84° 13' 15" EAST A DISTANCE OF 17.60 FEET ALONG SAID NORTHEASTERLY LINE TO THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE CITED IN SAID INSTRUMENT 2001-546736 AS HAVING BEARING OF NORTH 26° 22' 54" WEST AND A LENGTH OF 152.67 FEET; THENCE SOUTH 26° 23' 47" EAST, ALONG SAID CERTAIN COURSE 152.80 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 965.98 FEET TO WHICH A RADIAL LINE BEARS SOUTH 31° 26' 27" EAST, SAID CURVE ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE;  
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04° 13' 14" AN ARC DISTANCE OF 71.16 FEET;  
THENCE SOUTH 58° 33' 33" WEST A DISTANCE OF 12.46 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE TO THE POINT OF BEGINNING.

T.R.A. 004-003  
015-019  
122-23  
9-18

POR. SEC. 19 T. 3 S. R. 6 W. & POR. SEC. 24 T. 3 S. R. 7 W.  
POR. CITY OF CORONA.



SECTION	TOWNSHIP	RANGE	SOURCE	DATE
1	3 S.	6 W.	1874	
2	3 S.	6 W.	1874	
3	3 S.	6 W.	1874	
4	3 S.	6 W.	1874	
5	3 S.	6 W.	1874	
6	3 S.	6 W.	1874	
7	3 S.	6 W.	1874	
8	3 S.	6 W.	1874	
9	3 S.	6 W.	1874	
10	3 S.	6 W.	1874	
11	3 S.	6 W.	1874	
12	3 S.	6 W.	1874	
13	3 S.	6 W.	1874	
14	3 S.	6 W.	1874	
15	3 S.	6 W.	1874	



M.B. 377 Auburndale Hts.  
M.B. 8724 Corona Citrus Tract.

SEP. 1974.

8414 19-0000

ASSESSOR'S MAP, BK. 122 PG. 23  
RIVERSIDE COUNTY CALIF.

Description: Riverside, CA Assessor Map 122.23 Page: 1 of 1  
Order: 6764644 Comment:

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

SEE ATTACHED

Faithful Performance	\$487,000
Labor and Material	\$243,500

**BOND ESTIMATE SHEET**  
(Use for Improvements Other than Grading Work Only)

**Project:** Tuscany Villa / PWIM2021-0019  
**Location:** Tract Map 35851  
**Drawing No:** 21-037S (Sewer)

**DATE:** 11/14/2022

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Material
		Note 2 (Round to nearest \$200)	Bond Note 3 (Round to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	0	0.00	0.00
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements	374,522	\$487,000.00	\$243,500.00
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)			

**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 cost.
- 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. No arrangements for bonds shall be made until the City has issued the project's Bond & Fee Letter.
- 5 **A current title report shall be submitted for bonding purposes.**

**PREPARED BY:**

**WET STAMP & DATE**

Kevin J. Richer  
 Engineer's Name & Signature

Land Development Design Company  
 Company

909 930 1466 /kevin.richer@lddc.net

Tel No/Email



**QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS MARCH 2018**

**Project #:** Tuscany Villa / PWIM2021-0019 (Sewer)  
**Location:** Tract Map 35851

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
<b>Removal</b>				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Relocation</b>				
Power	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Asphalt</b>				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC FOGSEAL	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	SF			\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00		\$ -
Base (sf x depth / 27)	CY	\$110.00		\$ -
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Concrete</b>				
Alley Approach, 8" PCC	SF	\$28.00		\$ -
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00		\$ -



Cross Gutter & Spandrel	SF	\$29.00	\$	-
D/W Approach, Complete	EA	\$6,000.00	\$	-
D/W Approach, 6"	SF	\$28.00	\$	-
D/W Approach, 8"	SF	\$30.00	\$	-
Pavement, 8"	SF	\$13.00	\$	-
Sidewalk, 4"	SF	\$15.00	\$	-
V-Gutter	SF	\$13.00	\$	-
W/C Ramp	EA	\$38.00	\$	-
W/C Ramp	SF	\$3,800.00	\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			\$	-

<b>Storm Drain</b>				
Box Culvert (Including Backfill)	CY	\$3,500.00	\$	-
Box Culvert (Unapp. Areas)	CY	\$2,500.00	\$	-
Catach Basin, W<8'	EA	\$7,000.00	\$	-
Catach Basin, W>8'	EA	\$10,500.00	\$	-
Channel, Reinf. Conc. Lined	SF	\$13.00	\$	-
Channel, Open Conc. <24"	LF	\$150.00	\$	-
Channel, Open Conc. 27"-36"	LF	\$250.00	\$	-
Channel, Open Conc. 42"-72"	LF	\$500.00	\$	-
Collar, 45"-60"	EA	\$1,300.00	\$	-
Collar, >60"	EA	\$2,000.00	\$	-
Encasement	LF	\$65.00	\$	-
Energy Dissipater	LS	\$10.00	\$	-
Grate Inlet, 12"x 12"	EA	\$500.00	\$	-
Grate Inlet, 24"x 24"	EA	\$1,300.00	\$	-
Grate Inlet, 36"x 36"	EA	\$500.00	\$	-
Headwalls, Gravity Type	EA	\$200.00	\$	-
Headwalls, Wing Type	EA	\$9,000.00	\$	-
Inlet Apron	EA	\$3,000.00	\$	-
Junction Structure	EA	\$10,000.00	\$	-
Manhole, H<8'	EA	\$6,000.00	\$	-
Manhole, H>8'	EA	\$8,000.00	\$	-
Pipe, 18" RCP	LF	\$159.00	\$	-
Pipe, 24" RCP	LF	\$201.00	\$	-
Pipe, 30" RCP	LF	\$241.00	\$	-
Pipe, 36" RCP	LF	\$280.00	\$	-
Pipe, 42" RCP	LF	\$318.00	\$	-
Pipe, 48" RCP	LF	\$355.00	\$	-
Pipe, 54" RCP	LF	\$391.00	\$	-
Pipe, 60" RCP	LF	\$426.00	\$	-
Pipe, 66" RCP	LF	\$461.00	\$	-
Pipe, 72" RCP	LF	\$495.00	\$	-
Pipe, 78" RCP	LF	\$528.00	\$	-

Pipe, 84" RCP	LF	\$561.00	\$	-
Rip-Rap, Grouted	SF	\$10.00	\$	-
Rip-Rap, Grouted	TON	\$75.00	\$	-
Transition Structure	EA	\$5,000.00	\$	-
Underwalk, Drain, W<6'	EA	\$3,000.00	\$	-
Underwalk, Drain, W>6'	EA	\$4,000.00	\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			\$	-

<b>Street Lights</b>				
Pull Box No. 3 1/2	EA	\$500.00	\$	-
Pull Box No. 5	EA	\$700.00	\$	-
Service Point	EA	\$7,000.00	\$	-
St. Light, 501 - 1 only	EA	\$5,000.00	\$	-
St. Light, 501 - 2 to 5	EA	\$4,900.00	\$	-
St. Light, 501 - 5+	EA	\$4,800.00	\$	-
St. Light, 502 - 1 only	EA	\$5,500.00	\$	-
St. Light, 502 - 2 to 5	EA	\$5,400.00	\$	-
St. Light, 502 - 5+	EA	\$5,300.00	\$	-
St. Lt. Conduit, 1" Sch 80			\$	-
<500 LF	LF	\$12.00	\$	-
>500 LF	LF	\$10.00	\$	-
St. Lt. Conduit, 1-1/2" Sch 80			\$	-
<500 LF	LF	\$16.00	\$	-
>500 LF	LF	\$14.00	\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			\$	-

<b>Traffic</b>				
Signal, 6 phse+MstrCont.	EA	\$300,000.00	\$	-
Signal, 8 phse+MstrCont.	EA	\$350,000.00	\$	-
Signal, Both+Intrconnect	LF	\$25.00	\$	-
Striping, 4" Sld wht/ylw	LF	\$0.50	\$	-
Striping, 8" Sld wht/ylw	LF	\$0.65	\$	-
Striping,	LF	\$0.50	\$	-
Striping, Skip	LF	\$0.35	\$	-
Striping, Double	LF	\$0.75	\$	-
<b>SUBTOTAL</b>			\$	-

<b>Walls</b>				
Retaining Walls	SF	\$15.00		

<b>Miscellaneous</b>				
Barricade, 40'	EA	\$1,600.00	\$	-
Water Lateral	EA	\$5,000.00	\$	-

Water Meter Installation	EA	\$2,500.00		\$	-
Paving Replacement, Trench	LF	\$16.00	20	\$	320.00
Pressure Reducing Station	EA	\$90,000.00		\$	-
Shoring for Trenches > 5'Deep	LF	\$17.00	40	\$	680.00
Street Name Signs	EA	\$500.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
<b>SUBTOTAL</b>				<b>\$</b>	<b>1,000.00</b>

<b>Sewer</b>					
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00	12	\$	120,000.00
Manhole, 6' dia., 12' to 20' deep	EA	\$13,000.00	1	\$	13,000.00
Pipe, 4" VCP	LF	\$70.00	796	\$	55,720.00
Pipe, 6" VCP	LF	\$106.00		\$	-
Pipe, 8" VCP	LF	\$142.00	1231	\$	174,802.00
Pipe, 10" VCP	LF	\$178.00		\$	-
Pipe, 12" VCP	LF	\$215.00		\$	-
Pipe, 15" VCP	LF	\$270.00		\$	-
Pipe, 4" DIP	LF	\$70.00		\$	-
Pipe, 6" DIP	LF	\$106.00		\$	-
Pipe, 8" DIP	LF	\$142.00		\$	-
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
<b>SUBTOTAL</b>				<b>\$</b>	<b>363,522.00</b>

<b>Miscellaneous Sewer</b>					
Adjust Manhole	EA	\$2,000.00		\$	-
Clean Out	EA	\$2,000.00		\$	-
Saddle	EA	\$2,610.00		\$	-
OTHER=				\$	-
OTHER= Steel Casing	LF	\$200.00	50	\$	10,000.00
OTHER=				\$	-
OTHER=				\$	-
OTHER=				\$	-
<b>SUBTOTAL</b>				<b>\$</b>	<b>10,000.00</b>

<b>Water</b>					
Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" DIP	LF	\$75.00		\$	-
Pipe, 10" DIP	LF	\$93.00		\$	-
Pipe, 12" DIP	LF	\$105.00		\$	-
Valve, 4"	EA	\$1,500.00		\$	-
Valve, 6"	EA	\$1,800.00		\$	-
Valve, 8"	EA	\$2,800.00		\$	-
Valve, 10"	EA	\$4,000.00		\$	-


Valve, 12"	EA	\$5,300.00	\$	-
Valve, 16"	EA	\$7,500.00	\$	-
<b>SUBTOTAL</b>			\$	-

**Miscellaneous Water**

Air & Vac, 1"	EA	\$2,700.00	\$	-
Fire Hydrant, 6"	EA	\$4,900.00	\$	-
Fire Service, 6"	EA	\$12,000.00	\$	-
Fire Service, 8"	EA	\$20,000.00	\$	-
Fire Service, 10"	EA	\$30,000.00	\$	-
Hot Tap, 8"	EA	\$3,550.00	\$	-
Hot Tap, 10"	EA	\$3,900.00	\$	-
Hot Tap, 12"	EA	\$4,750.00	\$	-
Service, 1"	EA	\$2,500.00	\$	-
Service, 2"	EA	\$3,400.00	\$	-
OTHER=				
OTHER=				
OTHER=				
<b>SUBTOTAL</b>			\$	-
<b>TOTAL COST</b>			\$	<b>374,522.00</b>

PREPARED BY:

Wet Stamp & Date

  
 Kevin J. Richer  
 Land Development Design Compant  
 Company  
 909 930 1466 / kevin.richer@lddc.net  
 Tel No/Email





# Cash Register Receipt

City of Corona

Receipt Number  
**R37679**

DESCRIPTION	ACCOUNT	STATUS	PAID
<b>ProjectTRAK</b>			
PWIM2021-0019    Address: TTM 35851    APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$243,500.00
<b>TOTAL FEES PAID BY RECEIPT: R37679</b>			<b>\$243,500.00</b>

Date Paid: Tuesday, January 17, 2023

Paid By: CORONA 4 LAND LLC

Cashier: KAVV

Pay Method: BOND



# Cash Register Receipt

City of Corona

Receipt Number  
**R37678**

DESCRIPTION	ACCOUNT	STATUS	PAID
<b>ProjectTRAK</b>			
PWIM2021-0019    Address: TTM 35851    APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$487,000.00
<b>TOTAL FEES PAID BY RECEIPT: R37678</b>			<b>\$487,000.00</b>

Date Paid: Tuesday, January 17, 2023

Paid By: CORONA 4 LAND LLC

Cashier: KAVV

Pay Method: BOND

BOND NO. CAC 722656  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**CITY OF CORONA**  
**SUBDIVISION IMPROVEMENTS**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and Corona 4 Land, LLC, 1485 Pomona Road, Suite #G, Corona, CA 92882

\_\_\_\_\_ ("PRINCIPAL") have entered into an Improvement Agreement dated on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for public improvements to be constructed as part of the

Public Sewer Improvements for Tract Map 35851 - Tuscany Villas DWG#21-037S-  
PWIM2021-0019

project ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference;

WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, for the performance of the Improvement Agreement;

NOW, Merchants Bonding Company (Mutual) THEREFORE, the PRINCIPAL and

P.O. Box 14498, Des Moines, IA 50306-3498, a company organized and doing business under and by virtue of the laws of the State of ~~California~~ (Iowa) and duly licensed to conduct a general surety business in the State of California, as "SURETY," are held and firmly bound unto the CITY, as "OBLIGEE," in the sum of Four Hundred Eighty Seven Thousand

**DOLLARS**  
( \$ 487,000.00 ) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the above bounded PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers,

agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

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

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

This bond is executed and filed to comply with Section 66499.1 of the Government Code of California as improvement security.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Northfield, IL, California, this 13th day of January, 2023.

**PRINCIPAL**

Corona 4 Land, LLC

Print Name

By:

[Signature]  
Signature

Yousef Audi  
Name

Manager  
Title

1/16/2023  
Date

**SURETY**

Merchants Bonding Company (Mutual)

Print Name

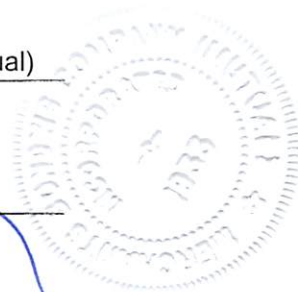
By:

[Signature]  
Signature

Craig Sherman  
Name

Attorney-in-Fact  
Title

January 13, 2023  
Date



**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.**




STATE OF ILLINOIS ( ( SS  
COUNTY OF COOK (

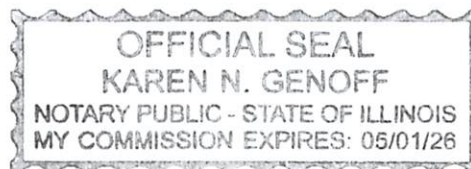
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Merchants Bonding Company (Mutual) Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Merchants Bonding Company (Mutual) , an Iowa Corporation for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Northfield, Illinois in Said County This

13<sup>th</sup> Day of January , 2023

My Commission Expires

  
NOTARY Karen N. Genoff



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Craig Sherman; Ted Sherman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

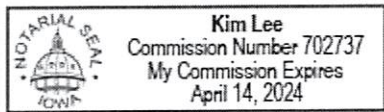


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2023



*William Warner Jr.*  
Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

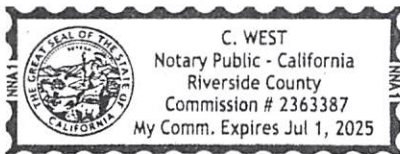
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On January 16, 2023 before me, C. West, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This bond is executed and filed to comply with Section 66499.2 of the California Government Code as improvement security. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.


The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition.

The undersigned hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Northfield, IL, California, this 13th day of January, 2023.

**PRINCIPAL**

Corona 4 Land, LLC  
Print Name

By:   
Signature

Yousef Aude  
Name

Manager  
Title

1/16/2023  
Date

**SURETY**

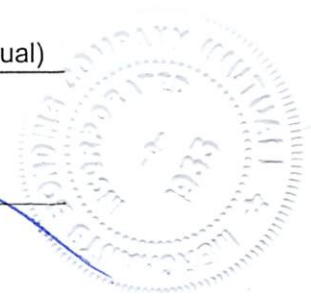
Merchants Bonding Company (Mutual)  
Print Name

By:   
Signature

Craig Sherman  
Name

Attorney-in-Fact  
Title

January 13, 2023  
Date



**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.**

STATE OF ILLINOIS (            )  
 (            )            SS  
 COUNTY OF COOK        (            )

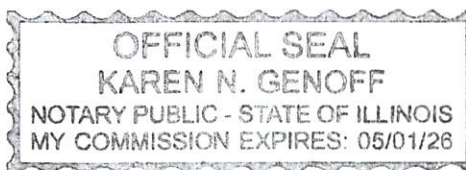
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Merchants Bonding Company (Mutual) Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Merchants Bonding Company (Mutual) , an Iowa Corporation for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Northfield, Illinois in Said County This

13<sup>th</sup> Day of January , 2023

My Commission Expires

*Karen N. Genoff*  
 \_\_\_\_\_  
 NOTARY Karen N. Genoff



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Craig Sherman; Ted Sherman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

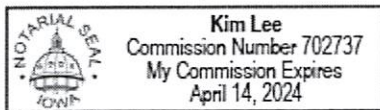
By

*Larry Taylor*  
President



STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2023



*William Warner Jr.*  
Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

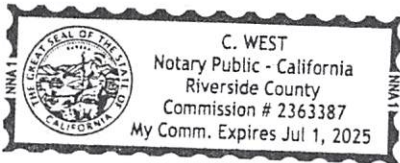
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State of California )  
County of Riverside )  
On January 16, 2023 before me, C. West, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**AGREEMENT FOR PUBLIC STORM DRAIN IMPROVEMENTS FOR –  
TRACT MAP 35851 -TUSCANY VILLAS  
DWG. 21-037S – PWIM2021-0019  
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **1<sup>st</sup> day of February, 2023**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **CORONA 4 LAND LLC, a CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal offices located at, **1485 Pomona Road, Suite G, CA, 92882** (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 35851 – Tuscany Villas** 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 Five Thousand Eight Hundred Dollars and No Cents (\$305,800)** 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:**  
Corona 4 Land, LLC  
1485 Pomona Road, Suite G  
Corona, CA 92882

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

**CORONA 4 LAND, LLC**  
a California limited liability company

By: \_\_\_\_\_

  
Yousef Audi, Manager

**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 ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California \_\_\_\_\_ )  
County of Riverside \_\_\_\_\_ )

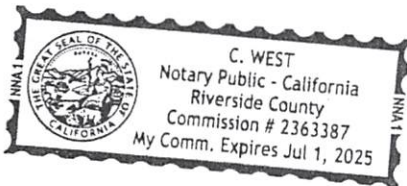
On January 16, 2023 before me, C. West, notary public,  
Date Here Insert Name and Title of the Officer

personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROJECT**  
**SEE ATTACHED**

**LEGAL DESCRIPTION**

Real property in the City of Corona, County of Riverside, State of California, described as follows:

PARCEL 1: (APN: 122-230-012)

THOSE PORTIONS OF LOTS 15 AND 16, BLOCK 1 OF J.F. MOULTON & H.B. PRAED'S SUBDIVISION OF AUBURNDALE HEIGHTS, AS PER MAP RECORDED IN BOOK 3, PAGES 7 AND 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONVEYED IN A DEED TO THE STATE OF CALIFORNIA RECORDED MARCH 13, 1973 AS INSTRUMENT NO. 31320 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THAT CERTAIN COURSE SHOWN AS HAVING A BEARING OF NORTH 54° 04' 51" EAST AND A LENGTH OF 225.11 FEET IN THE SOUTHERLY LINE OF SEGMENT 1 OF A MAP FILED FOR RECORD ON APRIL 25, 1991 IN THE STATE HIGHWAY MAP BOOK 10, PAGES 6 THROUGH 15, IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT BEING DISTANT THEREON SOUTH 54° 08' 52" WEST, 54.055 METERS FROM ITS EASTERLY TERMINUS; THENCE LEAVING SAID CERTAIN COURSE, SOUTH 26° 18' 56" EAST, 22.101 METERS; THENCE SOUTH 34° 20' 17" EAST, 27.897 METERS; THENCE SOUTH 24° 02' 38" EAST, 145.871 METERS; THENCE SOUTH 28° 01' 54" EAST, 45.553 METERS; THENCE SOUTH 32° 42' 58" EAST, 68.691 METERS; THENCE SOUTH 27° 59' 07" EAST, 65.736 METERS; THENCE SOUTH 30° 49' 15" EAST, 0.869 METERS TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 30° 49' 15" EAST, 61.923 METERS; THENCE SOUTH 26° 17' 38" EAST, 179.344 METERS TO A POINT ON A CERTAIN COURSE CITED AS HAVING A BEARING OF SOUTH 83° 49' WEST AND A LENGTH OF 205.80 FEET IN PARCEL 3 OF SAID DEED, SAID POINT BEING DISTANT THEREON NORTH 84° 19' 22" EAST, 9.582 METERS FROM ITS WESTERLY TERMINUS.

EXCEPT THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "A";  
THENCE SOUTH 55° 16' 05" WEST, 85.000 METERS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE VI, MULTIPLY DISTANCES SHOWN BY 1.000024911 TO OBTAIN GROUND LEVEL DISTANCES.

PARCEL 2: (APN: 122-140-012)

THAT PORTION OF LOT 10 OF CORONA CITRUS TRACT, AS PER MAP RECORDED IN BOOK 8, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CONVEYED IN A DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 7, 1973 AS INSTRUMENT NO. 73604, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE CITED AS HAVING A BEARING OF NORTH 26° 22' 54" WEST AND A LENGTH OF 152.67 FEET IN SAID DEED;

THENCE NORTH 26° 22' 45" WEST ALONG SAID CERTAIN COURSE, 46.568 METERS TO A POINT IN THE

BOUNDARY OF SAID LOT 10, DISTANT THEREON SOUTH 84° 19' 22" WEST, (SHOWN AS SOUTH 83° 49' WEST ON SAID MAP OF THE CORONA CITRUS TRACT) 57.382 METERS FROM AN ANGLE OF SAID BOUNDARY;  
THENCE ALONG SAID BOUNDARY NORTH 84° 19' 22" EAST, 4.166 METERS;  
THENCE LEAVING SAID BOUNDARY, SOUTH 26° 17' 38" EAST, 44.444 METERS TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 294.437 METERS, SAID CURVE BEING IN THE NORTHWESTERLY LINE OF CORONA AVENUE SHOWN AS HAVING A RADIUS OF 966 FEET IN SEGMENT 1 OF A MAP FILED FOR RECORD ON AUGUST 2, 1991 IN STATE HIGHWAY MAP BOOK 10, PAGES 23 THROUGH 27 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG SAID CURVE FROM A TANGENT BEARING SOUTH 53° 35' 32" WEST THROUGH A CENTRAL ANGLE OF 0° 45' 22" AN ARC LENGTH 3.886 METERS TO THE POINT OF BEGINNING.

THE BEARING AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE VI, MULTIPLY DISTANCES SHOWN BY 1.000024911 TO OBTAIN GROUND LEVEL DISTANCES.

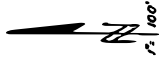
PARCEL 3: (122-140-016)

BEING A PORTION OF LOT 10 OF CORONA CITRUS TRACT, AS PER MAP RECORDED IN BOOK 8, PAGE 24 AS CONVEYED PER INSTRUMENT NUMBER 2001-546736, DATED NOVEMBER 5, 2001, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THE CITY OF CORONA, RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

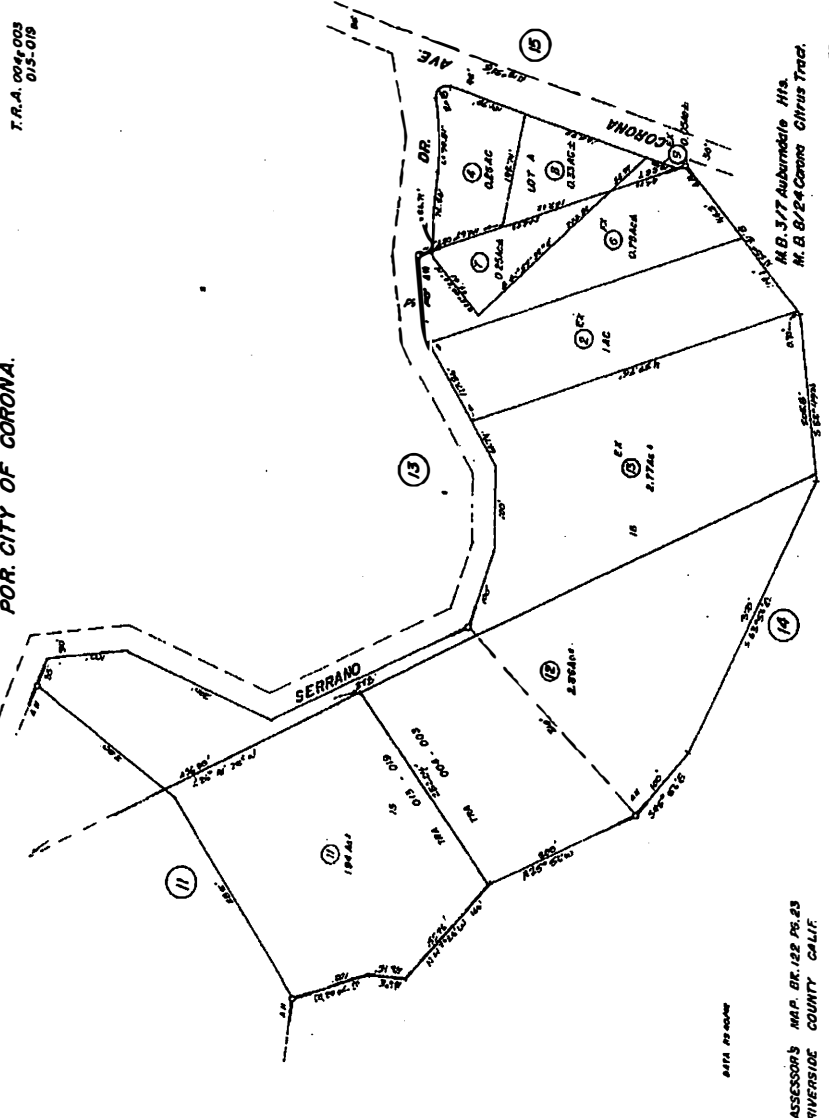
COMMENCING AT THE MOST SOUTHERLY POINT OF SAID PORTION OF LOT 10, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE;  
THENCE NORTH 58° 33' 33" EAST A DISTANCE OF 398.72 FEET, ALONG SAID NORTHERLY RIGHT OF WAY OF CORONA AVENUE, TO THE POINT OF BEGINNING;  
THENCE NORTH 26° 23' 47" WEST A DISTANCE OF 32.94 FEET;  
THENCE SOUTH 72° 02' 54" WEST A DISTANCE OF 65.60 FEET;  
THENCE NORTH 16° 13' 05" WEST A DISTANCE OF 87.91 FEET;  
THENCE NORTH 26° 14' 33" EAST A DISTANCE OF 62.09 FEET;  
THENCE NORTH 26° 23' 47" WEST A DISTANCE OF 89.95 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF SAID PORTION OF LOT 10;  
THENCE SOUTH 63° 35' 07" EAST A DISTANCE OF 110.06 FEET, ALONG SAID NORTHEASTERLY LINE;  
THENCE NORTH 84° 13' 15" EAST A DISTANCE OF 17.60 FEET ALONG SAID NORTHEASTERLY LINE TO THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE CITED IN SAID INSTRUMENT 2001-546736 AS HAVING BEARING OF NORTH 26° 22' 54" WEST AND A LENGTH OF 152.67 FEET; THENCE SOUTH 26° 23' 47" EAST, ALONG SAID CERTAIN COURSE 152.80 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 965.98 FEET TO WHICH A RADIAL LINE BEARS SOUTH 31° 26' 27" EAST, SAID CURVE ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04° 13' 14" AN ARC DISTANCE OF 71.16 FEET;  
THENCE SOUTH 58° 33' 33" WEST A DISTANCE OF 12.46 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF CORONA AVENUE TO THE POINT OF BEGINNING.

122 - 23  
 9-18  
 T.R.A. 094-003  
 015-018

POR. SEC. 19 T.3.S.R.6W. & POR. SEC. 24 T.3.S.R.7W.  
 POR. CITY OF CORONA.



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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DATA PROVIDED  
 ASSESSOR'S MAP, BR. 122 PG. 23  
 RIVERSIDE COUNTY CALIF.

SEP 1978

Description: Riverside, CA Assessor Map 122.23 Page: 1 of 1  
 Order: 6764644 Comment:



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

SEE ATTACHED

Faithful Performance	<b>\$305,800</b>
Labor and Material	<b>\$152,900</b>

**BOND ESTIMATE SHEET**  
(Use for Improvements Other than Grading Work Only)

Project: Tuscany Villa/PWIM2021-0019  
 Location: Tract Map 35851  
 Drawing No: 21-037S (Storm Drain)

DATE: 11/14/2022

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Material
		Note 2 (Round to nearest \$200)	Bond Note 3 (Round to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	0	0.00	0.00
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements	235,339	\$305,800.00	\$152,900.00
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)			

**NOTES:**

- All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 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 cost.
- Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds. No arrangements for bonds shall be made until the City has issued the project's Bond & Fee Letter.
- A current title report shall be submitted for bonding purposes.

PREPARED BY:

WET STAMP & DATE

Kevin J. Richer   
 Engineer's Name & Signature

Land Development Design Comapny  
 Company

909 930 1466 /kevin.richer@lddc.net

Tel No/Email



**QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS MARCH 2018**

**Project #:** Tuscany Villa / PWIM2021-0019 (Storm Drain)  
**Location:** Tract Map 35851

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
<b>Removal</b>				
AC Berm	LF	\$8.00		\$ -
AC Pavement	SF	\$3.00		\$ -
Curb Only	LF	\$10.00		\$ -
Curb & Gutter	LF	\$16.00		\$ -
D/W Approach	SF	\$13.00		\$ -
Sidewalk	SF	\$8.00		\$ -
W/C Ramp	SF	\$8.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Relocation</b>				
Power	EA	\$5,000.00		\$ -
Pull Boxes	EA	\$500.00		\$ -
Street Light	EA	\$6,000.00		\$ -
Street Sign	EA	\$400.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Asphalt</b>				
AC Berm 6"	LF	\$35.00		\$ -
AC Berm 8"	LF	\$38.00		\$ -
AC FOGSEAL	SY	\$5.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	SF			\$ -
Asphalt (sf x depth x 0.075)	TON	\$190.00		\$ -
Base (sf x depth / 27)	CY	\$110.00		\$ -
Fogseal	SY	\$5.00		\$ -
OTHER=				\$ -
OTHER=				\$ -
OTHER=				\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>
<b>Concrete</b>				
Alley Approach, 8" PCC	SF	\$28.00		\$ -
Curb Only 6"	LF	\$35.00		\$ -
Curb Only 8"	LF	\$39.00		\$ -
Curb & Gutter 6"	LF	\$42.00		\$ -
Curb & Gutter 8"	LF	\$44.00		\$ -

Cross Gutter & Spandrel	SF	\$29.00	165	\$	4,785.00
D/W Approach, Complete	EA	\$6,000.00		\$	-
D/W Approach, 6"	SF	\$28.00		\$	-
D/W Approach, 8"	SF	\$30.00		\$	-
Pavement, 8"	SF	\$13.00		\$	-
Sidewalk, 4"	SF	\$15.00		\$	-
V-Gutter	SF	\$13.00		\$	-
W/C Ramp	EA	\$38.00		\$	-
W/C Ramp	SF	\$3,800.00		\$	-
				\$	-
OTHER=				\$	-
OTHER=				\$	-
<b>SUBTOTAL</b>				<b>\$</b>	<b>4,785.00</b>

<b>Storm Drain</b>					
Box Culvert (Including Backfill)	CY	\$3,500.00		\$	-
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$	-
Catach Basin, W<8'	EA	\$7,000.00		\$	-
Catach Basin, W>8'	EA	\$10,500.00		\$	-
Channel, Reinf. Conc. Lined	SF	\$13.00		\$	-
Channel, Open Conc. <24"	LF	\$150.00		\$	-
Channel, Open Conc. 27"-36"	LF	\$250.00		\$	-
Channel, Open Conc. 42"-72"	LF	\$500.00		\$	-
Collar, 45"-60"	EA	\$1,300.00		\$	-
Collar, >60"	EA	\$2,000.00	2	\$	4,000.00
Encasement	LF	\$65.00		\$	-
Energy Dissipater	LS	\$10.00		\$	-
Grate Inlet, 12"x 12"	EA	\$500.00		\$	-
Grate Inlet, 24"x 24"	EA	\$1,300.00		\$	-
Grate Inlet, 36"x 36"	EA	\$500.00		\$	-
Headwalls, Gravity Type	EA	\$200.00		\$	-
Headwalls, Wing Type	EA	\$9,000.00		\$	-
Inlet Apron	EA	\$3,000.00		\$	-
Junction Structure w/ Manhole	EA	\$10,000.00	2	\$	20,000.00
Manhole, H<8'	EA	\$6,000.00		\$	-
Manhole, H>8'	EA	\$8,000.00	1	\$	8,000.00
Pipe, 18" RCP	LF	\$159.00		\$	-
Pipe, 24" RCP	LF	\$201.00	94	\$	18,894.00
Pipe, 30" RCP	LF	\$241.00		\$	-
Pipe, 36" RCP	LF	\$280.00		\$	-
Pipe, 42" RCP	LF	\$318.00		\$	-
Pipe, 48" RCP	LF	\$355.00		\$	-
Pipe, 54" RCP	LF	\$391.00		\$	-
Pipe, 60" RCP	LF	\$426.00		\$	-
Pipe, 66" RCP	LF	\$461.00		\$	-
Pipe, 72" RCP	LF	\$495.00		\$	-
Pipe, 78" RCP	LF	\$528.00		\$	-

Pipe, 84" RCP	LF	\$561.00		\$	-
Rip-Rap, Grouted	SF	\$10.00	1156	\$	11,560.00
Rip-Rap, Grouted	TON	\$75.00		\$	-
Transition Structure	EA	\$5,000.00		\$	-
Underwalk, Drain, W<6'	EA	\$3,000.00		\$	-
Underwalk, Drain, W>6'	EA	\$4,000.00		\$	-
Removal Ex. 24" RCP	LF	\$150.00	24	\$	3,600.00
Removal Ex. Catch Basin	EA	\$1,500.00	1	\$	1,500.00
12'x6' Concrete Box	LF	\$860.00	170	\$	146,200.00
<b>SUBTOTAL</b>				<b>\$</b>	<b>213,754.00</b>

### Street Lights

Pull Box No. 3 1/2	EA	\$500.00		\$	-
Pull Box No. 5	EA	\$700.00		\$	-
Service Point	EA	\$7,000.00		\$	-
St. Light, 501 - 1 only	EA	\$5,000.00		\$	-
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$	-
St. Light, 501 - 5+	EA	\$4,800.00		\$	-
St. Light, 502 - 1 only	EA	\$5,500.00		\$	-
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$	-
St. Light, 502 - 5+	EA	\$5,300.00		\$	-
St. Lt. Conduit, 1" Sch 80				\$	-
<500 LF	LF	\$12.00		\$	-
>500 LF	LF	\$10.00		\$	-
St. Lt. Conduit, 1-1/2" Sch 80				\$	-
<500 LF	LF	\$16.00		\$	-
>500 LF	LF	\$14.00		\$	-
OTHER=				\$	-
OTHER=				\$	-
<b>SUBTOTAL</b>				<b>\$</b>	<b>-</b>

### Traffic

Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$	-
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$	-
Signal, Both+Intrconnect	LF	\$25.00		\$	-
Striping, 4" Sld wht/ylw	LF	\$0.50		\$	-
Striping, 8" Sld wht/ylw	LF	\$0.65		\$	-
Striping,	LF	\$0.50		\$	-
Striping, Skip	LF	\$0.35		\$	-
Striping, Double	LF	\$0.75		\$	-
<b>SUBTOTAL</b>				<b>\$</b>	<b>-</b>

### Walls

Retaining Walls	SF	\$20.00	840	\$	\$16,800.00
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### Miscellaneous

Barricade, 40'	EA	\$1,600.00			
Water Lateral	EA	\$5,000.00		\$	-

Water Meter Installation	EA	\$2,500.00	\$	-
Paving Replacement, Trench	LF	\$16.00		
Pressure Reducing Station	EA	\$90,000.00	\$	-
Shoring for Trenches > 5'Deep	LF	\$17.00	\$	-
Street Name Signs	EA	\$500.00	\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			<b>\$</b>	<b>16,800.00</b>

<b>Sewer</b>				
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00	\$	-
Manhole, 6' dia., 12' to 20' deep	EA	\$13,000.00	\$	-
Pipe, 4" VCP	LF	\$70.00	\$	-
Pipe, 6" VCP	LF	\$106.00	\$	-
Pipe, 8" VCP	LF	\$142.00	\$	-
Pipe, 10" VCP	LF	\$178.00	\$	-
Pipe, 12" VCP	LF	\$215.00	\$	-
Pipe, 15" VCP	LF	\$270.00	\$	-
Pipe, 4" DIP	LF	\$70.00	\$	-
Pipe, 6" DIP	LF	\$106.00	\$	-
Pipe, 8" DIP	LF	\$142.00	\$	-
Pipe, 10" DIP	LF	\$178.00	\$	-
Pipe, 12" DIP	LF	\$215.00	\$	-
Pipe, 15" DIP	LF	\$270.00	\$	-
<b>SUBTOTAL</b>			<b>\$</b>	<b>-</b>


<b>Miscellaneous Sewer</b>				
Adjust Manhole	EA	\$2,000.00	\$	-
Clean Out	EA	\$2,000.00	\$	-
Saddle	EA	\$2,610.00	\$	-
OTHER=			\$	-
OTHER=	LF		\$	-
OTHER=			\$	-
OTHER=			\$	-
OTHER=			\$	-
<b>SUBTOTAL</b>			<b>\$</b>	<b>-</b>

<b>Water</b>				
Pipe, 4" DIP	LF	\$43.00	\$	-
Pipe, 6" DIP	LF	\$57.00	\$	-
Pipe, 8" DIP	LF	\$75.00	\$	-
Pipe, 10" DIP	LF	\$93.00	\$	-
Pipe, 12" DIP	LF	\$105.00	\$	-
Valve, 4"	EA	\$1,500.00	\$	-
Valve, 6"	EA	\$1,800.00	\$	-
Valve, 8"	EA	\$2,800.00	\$	-
Valve, 10"	EA	\$4,000.00	\$	-

Valve, 12"	EA	\$5,300.00	\$	-
Valve, 16"	EA	\$7,500.00	\$	-
<b>SUBTOTAL</b>			\$	-

Fire Hydrant, 6"	EA	\$4,900.00	\$	-
Fire Service, 6"	EA	\$12,000.00	\$	-
8" Blind Flange	EA	\$200.00	\$	-
12"X6" Reducer	EA	\$300.00	\$	-
6" BEND	EA	\$100.00	\$	-
12" TEE	EA	\$400.00	\$	-
12" BEND	EA	\$300.00	\$	-
Service, 1"	EA	\$2,500.00	\$	-
Service, 2"	EA	\$3,400.00	\$	-
OTHER=Steel Casing	LF	\$200.00	\$	-
8" BEND	EA	\$200.00	\$	-
8" TEE	EA	\$300.00	\$	-
<b>SUBTOTAL</b>			\$	-
<b>TOTAL COST</b>			\$	<b>235,339.00</b>

PREPARED BY:

  
 Kevin J. Richer  
 Land Development Design Company  
 Company  
 909 930 1466 / kevin.riche@lddc.net  
 Tel No/Email

Wet Stamp & Date





# Cash Register Receipt

City of Corona

Receipt Number  
**R37683**

DESCRIPTION	ACCOUNT	STATUS	PAID
<b>ProjectTRAK</b>			
PWIM2021-0019    Address: TTM 35851    APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$305,800.00
<b>TOTAL FEES PAID BY RECEIPT: R37683</b>			<b>\$305,800.00</b>

Date Paid: Tuesday, January 17, 2023

Paid By: CORONA 4 LAND LLC

Cashier: KAVV

Pay Method: BOND





# Cash Register Receipt

City of Corona

**Receipt Number**  
**R37684**

DESCRIPTION	ACCOUNT	STATUS	PAID
<b>ProjectTRAK</b>			
PWIM2021-0019    Address: TTM 35851    APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$152,900.00
<b>TOTAL FEES PAID BY RECEIPT: R37684</b>			<b>\$152,900.00</b>

Date Paid: Tuesday, January 17, 2023

Paid By: CORONA 4 LAND LLC

Cashier: KAVV

Pay Method: BOND

BOND NO. CAC 722655  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**CITY OF CORONA**  
**SUBDIVISION IMPROVEMENTS**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and Corona 4 Land, LLC, 1485 Pomona Road, Suite #G, Corona, CA 92882

\_\_\_\_\_ ("PRINCIPAL") have entered into an Improvement Agreement dated on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for public improvements to be constructed as part of the

Public Water Improvements for Tract Map 35851 - Tuscany Villas DWG#21-037S- PWIM2021-0019

project ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference;

WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, for the performance of the Improvement Agreement;

NOW, \_\_\_\_\_ THEREFORE, \_\_\_\_\_ the \_\_\_\_\_ PRINCIPAL \_\_\_\_\_ and Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, IA 50306-3498, a company organized and doing business under and by virtue of the laws of the State of ~~California~~ (Iowa) and duly licensed to conduct a general surety business in the State of California, as "SURETY," are held and firmly bound unto the CITY, as "OBLIGEE," in the sum of Nine Hundred Eight Thousand Six Hundred

\_\_\_\_\_ **DOLLARS**  
(\$ 908,600.00 ) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the above bounded PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers,

agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

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

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

This bond is executed and filed to comply with Section 66499.1 of the Government Code of California as improvement security.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Northfield, IL, California, this 13th day of January, 2023.

**PRINCIPAL**

Corona 4 Land, LLC  
Print Name  
By: [Signature]  
Signature  
Yousef Aldeh  
Name  
Manager  
Title  
1/16/2023  
Date

**SURETY**

Merchants Bonding Company (Mutual)  
Print Name  
By: [Signature]  
Signature  
Craig Sherman  
Name  
Attorney-in-Fact  
Title  
January 13, 2023  
Date



**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.**





# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Craig Sherman; Ted Sherman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

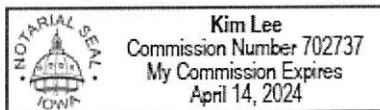
By

*Larry Taylor*  
President



STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

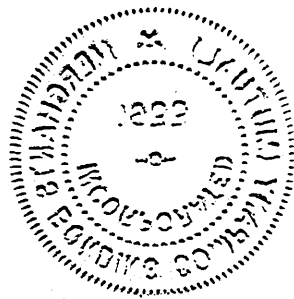
(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2023



*William Warner Jr.*  
Secretary



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

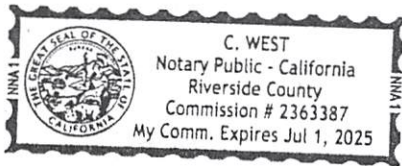
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On January 16, 2023 before me, C. West, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



BOND NO. CAC 722655  
PREMIUM INCLUDED  
IN PERFORMANCE BOND

**CITY OF CORONA**  
**SUBDIVISION IMPROVEMENTS**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and Corona 4 Land, LLC, 1485 Pomona Road Suite G, Corona, CA 92882  
\_\_\_\_\_ ("PRINCIPAL") have entered into an Improvement Agreement dated on or about the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ for public improvements to be constructed as part of  
the  
Public Water Improvements for Tract Map 35851- Tuscany Villas DWG. 21-037S-  
PWIM2021-0019  
project ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by  
reference;

WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to  
provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, to  
secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part  
4 of Division 3 of the Civil Code of the State of California;

NOW,                    THEREFORE,                    the                    PRINCIPAL                    and  
Merchants Bonding Company (Mutual)  
P.O. Box 14498, Des Moines, IA 50306-3498,                    a  
company organized and doing business under and by virtue of the laws of the State of  
Iowa and duly licensed to conduct a general surety business in the State of  
California, as "SURETY," are held and firmly bound unto the CITY and all contractors,  
subcontractors, laborers, materialmen and any others employed in the performance of the  
Improvement Agreement and referred to in the California Civil Code provisions referenced  
above,                    as                    "OBLIGEES,"                    in                    the                    sum                    of  
Four Hundred Fifty Four Thousand Three Hundred

\_\_\_\_\_ **DOLLARS** (\$ 454,300.00) for  
materials furnished or labor thereon of any kind, or for amounts due under the Unemployment  
Insurance Act with respect to such work or labor, that the SURETY will pay the same in an  
amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this  
bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees,  
including reasonable attorney's fees, incurred by the CITY in successfully enforcing such  
obligation, such costs, expenses and fees to be fixed by the court, awarded, taxed as costs and  
included in the judgment therein rendered.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This bond is executed and filed to comply with Section 66499.2 of the California Government Code as improvement security. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition.

The undersigned hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Northfield, IL, California, this 13th day of January, 2023.

**PRINCIPAL**

Corona 4 Land, LLC  
Print Name

By: [Signature]  
Signature

Yousef Audi  
Name

Manager  
Title

1/16/2023  
Date

**SURETY**

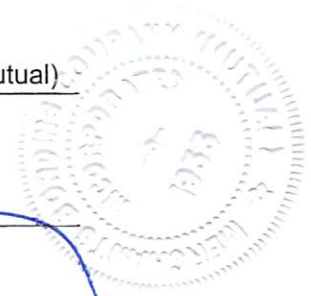
Merchants Bonding Company (Mutual)  
Print Name

By: [Signature]  
Signature

Craig Sherman  
Name

Attorney-in-Fact  
Title

January 13, 2023  
Date



**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.**



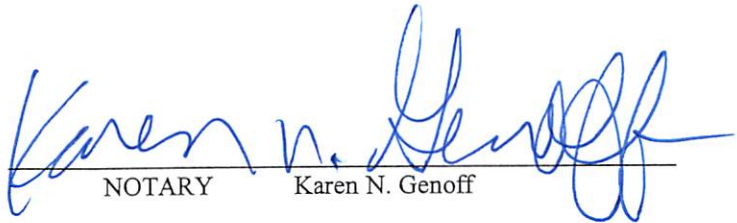
STATE OF ILLINOIS ( ( SS  
COUNTY OF COOK ( (

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Merchants Bonding Company (Mutual) Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Merchants Bonding Company (Mutual) , an Iowa Corporation for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Northfield, Illinois in Said County This

13<sup>th</sup> Day of January , 2023

My Commission Expires

  
NOTARY Karen N. Genoff



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Craig Sherman; Ted Sherman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

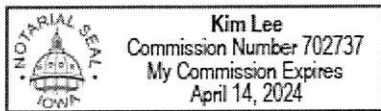
By

*Larry Taylor*  
President



STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

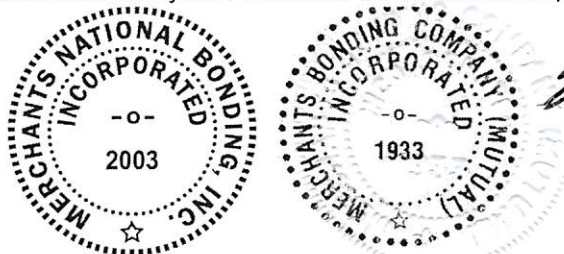


*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2023



*William Warner Jr.*  
Secretary



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

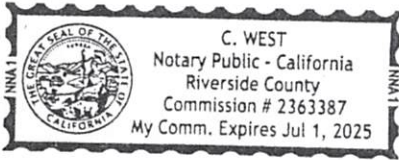
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On January 16, 2023 before me, C. West, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**AGREEMENT FOR SURVEY MONUMENTATION  
TRACT MAP 35851 – PWGR2021-0022**

This Agreement is entered into as of this 1<sup>st</sup> day of **February, 2023**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **CORONA 4 LLC**, a **CALIFORNIA LIMITED LIABILITY COMPANY**, with its principal office located at **1485 Pomona Road, Suite G, CA, 92882** (hereinafter referred to as "Developer").

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of approval of **Tract Map 35851** (hereinafter referred to as **Tract Map 35851** map) has submitted to the City for its approval and subsequent recordation a map prepared by **Land Development Design Company**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

**SECOND:** Developer now desires to record said **Tract Map 35851** prior to having interior monuments set for said **Tract Map 35851** Map, and in consideration has instructed to certify on said **Tract Map 35851** Map that monuments will be set within **ONE YEAR** after recordation of **Tract Map 35851** 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 **Two Thousand Dollars and No Cents (\$2,000.00)** 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:**

**Corona 4 Land, LLC  
1485 Pomona Road, Suite G  
Corona, CA 92882**

**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.

**CORONA 4 LAND, LLC**  
a California limited liability company

By:   
\_\_\_\_\_  
Yousef Audi, Manager

**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 ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

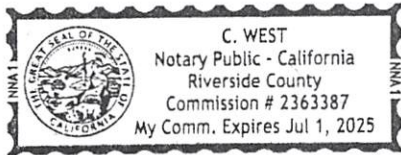
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On January 16, 2023 before me, C. West, notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Yousef Audi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
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**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**L**AND  
**D**EVELOPMENT  
**D**ESIGN  
**C**OMPANY, LLC

January 20, 2022  
Jn6278

City of Corona  
Public Works Dept.  
400 S. Vicentia Avenue  
Corona, CA 92882

Subject: Tract Map No. 35851  
Monument Bond

To whom it may concern,

This letter shall serve as estimate of cost to set the required monuments for above-referenced map. Monuments include setting pipes with surveyor tags at all lot corners, angle points, etc. Total cost of monumentation is \$2,000.

Please call if you have any questions.



---

Kevin J. Richer  
RCE43714



# Cash Register Receipt

City of Corona

**Receipt Number**  
**R37673**

DESCRIPTION	ACCOUNT	STATUS	PAID
<b>ProjectTRAK</b>			
PWIM2021-0019    Address: TTM 35851    APN:			
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$2,000.00
<b>TOTAL FEES PAID BY RECEIPT: R37673</b>			<b>\$2,000.00</b>

Date Paid: Tuesday, January 17, 2023

Paid By: CORONA 4 LAND LLC

Cashier: KAVV

Pay Method: CHECK 0168