

**AGREEMENT FOR PUBLIC LANDSCAPE IMPROVEMENTS FOR TRACT MAP 36608 –
(DWG 20-028HI) – (PWSP2021-0007)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **16th day of March 2022**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **D.R. Horton Los Angeles Holding Company, Inc, a California corporation**, with its principal offices located at, **2280 Wardlow Circle, Suite 100, Corona, CA 92878**, (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 36608** 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 said work and improvements is the amount of **One Hundred Ten Thousand Four Hundred Dollars and No Cents (\$110,400.00)**. The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

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

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

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

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

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

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

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

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

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

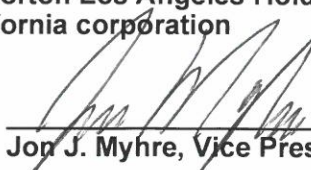
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

City:
The City of Corona
Planning and Development Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
D.R. Horton Los Angeles Holding Company, Inc.
2280 Wardlow Circle, #100
Corona, CA 92878

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

**D.R. Horton Los Angeles Holding Company, Inc,
a California corporation**

By: 
Jon J. Myhre, Vice President

By: 
Jennifer L. O'leary, Assistant Secretary

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 DEVELOPMENT SERVICES PROJECT FILE

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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 March 7, 2022 before me, S.J. PARADISO, NOTARY PUBLIC (insert name and title of the officer), personally appeared JENNIFER L. O'LEARY and JON MYHRE, 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~~ their authorized capacity(ies), and that by ~~his~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____



(Seal)

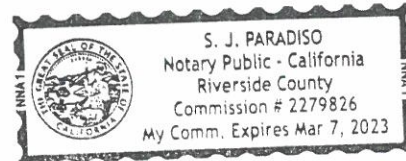


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

Exhibit "A"

TRACT MAP 36608

BEING A SUBDIVISION OF A PORTION OF LOT 298 OF AMENDED MAP OF ORANGE HEIGHTS DIVISION NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 2 PAGE 2 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY OF CORONA, A MUNICIPAL CORPORATION, BY FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 2, 1992 AS INSTRUMENT NO. 1992-374059 OF OFFICIAL RECORDS.

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

SEE ATTACHED

Faithful Performance	\$ 110,400.00
Labor and Material	\$ 55,200.00

Tract 36608 CFD Landscape

ESTIMATE OF PROBABLE COST FOR LANDSCAPE DEVELOPMENT
 PREPARED BY BMLA, Inc.

1/4/2022

<i>ITEM</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>COST</i>
HARDSCAPE				
6" wide Concrete mow curb	25	L.F.	\$ 10.00	\$250
TOTAL HARDSCAPE				\$250
LANDSCAPE				
Soil Improvements/Amendments	12,657	S.F.	\$ 0.25	\$3,164
Medium Grind Bark Mulch	12,657	S.F.	\$ 0.50	\$6,329
5 gallon vine	87	EACH	\$ 25.00	\$2,175
5 Gallon shrub	406	EACH	\$ 18.00	\$7,308
24" Box Tree	31	EACH	\$ 300.00	\$9,300
TOTAL LANDSCAPE				\$28,276
IRRIGATION				
Irrigation POC equipment	1	LUMP	\$ 16,846.00	\$16,846
Irrigation Point Source emitters	12,657	S.F.	\$ 4.00	\$50,628
TOTAL IRRIGATION				\$67,474
SUBTOTAL				\$96,000
15.0%	CONTINGENCY			\$14,400
TOTAL				\$110,400



Cash Register Receipt

City of Corona

Receipt Number
R31198

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWSP2021-0007 Address: T36608 APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$110,400.00
TOTAL FEES PAID BY RECEIPT: R31198			\$110,400.00

Date Paid: Monday, March 07, 2022

Paid By: DR HORTON

Cashier: MLEY

Pay Method: BOND

**SUBDIVISION BOND
LABOR & MATERIAL/PAYMENT**

KNOW ALL MEN BY THESE PRESENTS: That we, D.R. Horton Los Angeles Holding Company, Inc., as Principal, and The Hanover Insurance Company, as Surety, are held and firmly bound unto City of Corona, as Obligee, in the sum of Fifty Five Thousand Two Hundred Dollars and 00/100 DOLLARS (\$55,200.00), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OLBIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated _____, in which said Principal agrees to construct designated public improvements, as follows:
Tessera Tr 36608 Public Landscape CFD Improvements

And, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

SIGNED, SEALED, DATED: March 2, 2022

(Principal) _____ (Surety) _____
D.R. Horton Los Angeles Holding Company, Inc. The Hanover Insurance Company
By: [Signature] By: [Signature]

William Pierce, Attorney In Fact
Phone No. 508-853-7200 x-



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.
KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint, Noah William Pierce

Of: Tampa, FL

each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligation in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: 1092186
Principal: D.R. Horton Los Angeles Holding Company, Inc.
Obligee: City of Corona

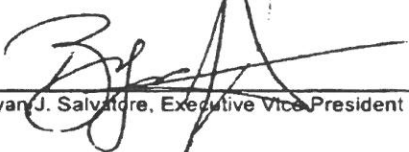
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2018.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Salvadore, Executive Vice President


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.



On this 19th day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the

ARLEEN V. SIMONS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 15, 2023


Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 2nd day of March, 2022.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Carrick A. Bligh, Vice President



Cash Register Receipt

City of Corona

Receipt Number
R31199

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWSP2021-0007 Address: T36608 APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$55,200.00
TOTAL FEES PAID BY RECEIPT: R31199			\$55,200.00

Date Paid: Monday, March 07, 2022

Paid By: DR HORTON

Cashier: MLEY

Pay Method: BOND

**AGREEMENT FOR ROUGH GRADING, EROSION CONTROL, AND DRAINAGE
IMPROVEMENTS FOR TRACT MAP 36608 –
DWG. # 20-028R – PWGR2020-0024**

This Agreement is entered into as of this 16th day of March 2022, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **D.R. Horton Los Angeles Holding Company, Inc, a California corporation**, with its principal offices located at, **2280 Wardlow Circle, Suite 100, Corona, CA 92878**, (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 36608** (hereinafter referred to as "Project") has submitted to the City for its approval grading, erosion control and drainage plans (hereinafter referred to as "Plans") completed in accordance with Chapter 15.36 of the City of Corona Municipal Code or as required by conditions of approval for Project. Developer desires to commence grading, erosion control and drainage improvements an estimate of which is listed in "Exhibit A" attached hereto and made a part hereof (hereinafter referred to as the "Grading Work") The Grading Work listed in Exhibit "A" is understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and completed as shown on approved Plans. If, during the course of Grading Work, it is determined that alterations from the approved Plans are necessary, the Developer shall undertake such design and construction changes as may be reasonably required by City at Developers own expense.

SECOND: Developer and City desire to enter into this Agreement for the completion of the Grading Work and the furnishing of security for the performance of this Agreement in accordance with the City Ordinances and the conditions of approval for Project.

THIRD: Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **Twenty Eight Thousand Six Hundred Dollars and No Cents (\$28,600.00)** 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 of the Grading Work 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, the Grading Work, or the plans 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, the Grading Work, or the plans.

FOURTH: Developer shall complete or have completed at its own cost and expense all Grading Work and other associated improvements required by the City as part of the approval of Project within 18 months from the date of this agreement. The City may, either before or after the expiration of the time provided herein and in its sole and absolute discretion, provide Developer with additional time within which to complete the Grading Work and Improvements. 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, estoppels, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Grading Work was to have been completed hereunder.

FIFTH: Developer and its contractors, if any, shall perform all work necessary to complete the Grading Work under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

SIXTH: If Grading Work or construction of any Improvements has commenced prior to execution of this Agreement, Developer shall warranty that the Grading Work and Improvements is in compliance with the approved Plans and with this Agreement. If found not to be in compliance with the approved Plans or this Agreement, Developer shall remove and repair at Developers sole expense such Grading Work and Improvements to the satisfaction of the City.

SEVENTH: 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 or complete the Grading Work and Improvements. 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 complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required. All such work or remedial activity 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. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the required Grading Work and Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to permit adequate coordination by City.

EIGHTH: City shall not be responsible or liable for the maintenance or care of any Grading Work or Improvements. Developer shall maintain all of the Grading Work and Improvements in a state of good repair until they are completed by Developer and approved by City, and until the security for the performance of this Agreement is released. If Developer fails to properly maintain the Grading Work and Improvements, City may do all necessary work and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Grading Work and Improvements or their condition. Developer shall be responsible for maintaining all Grading Work and Improvements including onsite drainage improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement for a period of one (1) year following completion of the work and acceptance by City. Upon completion of any public drainage improvements by Developer and approval and acceptance by City, twenty-five percent (25%) of the original face value of the surety shall continue in full force and effect for the purpose of guaranteeing repair of defective workmanship and materials of the Improvements for the one (1) year period.

NINTH: Developer agrees that any and all Grading Work done or to be done in conjunction with the Project shall conform to all state and local laws, ordinances, regulations, and other requirements, including City's Grading Ordinance. In order to prevent damage to Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the above time schedule and prior to City's approval and release of surety. 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.

TENTH: 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

ELEVENTH: If Developer fails to complete all or any part of the Grading Work required by 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.

TWELVETH: Developer shall procure and maintain, and shall require its contractors to procure and maintain, for the duration of this Agreement, insurance of the types and in the amounts and in a form and from insurers satisfactory to the City. Developer and its contractors shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City. All certificates and endorsements must be received and approved by the City before work pursuant to this Agreement can begin. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

THIRTEENTH: Should either party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney's fees, expenses and costs of suit.

FOURTEENTH: 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 South Vicentia Avenue
Corona, CA 92882**

DEVELOPER:

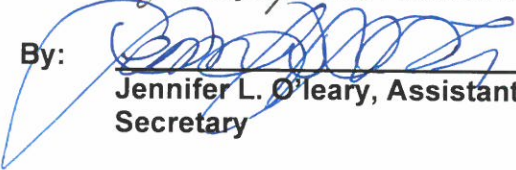
**D.R. Horton Los Angeles Holding Company, Inc.
2280 Wardlow Circle, #100
Corona, CA 92878**

FIFTHTEENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements, written 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.

SIXTEENTH: This Agreement shall be binding on the successors and assigns of the parties

**D.R. Horton Los Angeles Holding Company, Inc,
a California corporation**

By: 
Jon J. Myhre, Vice President

By: 
Jennifer L. O'leary, Assistant Secretary

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
~~Savat Khamphou, Acting Public Works Director~~

~~Joanne Coletta, Planning &
Development Director~~
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
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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

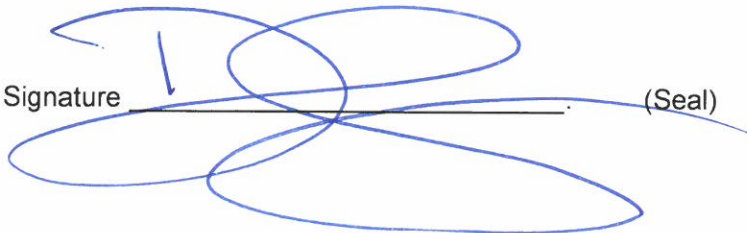
County of Riverside

On December 14th, 2021 before me, Desirae Dawn Savaria, NOTARY PUBLIC (insert name and title of the officer), personally appeared JENNIFER L. O'LEARY and JON J. MYHRE, 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/~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)

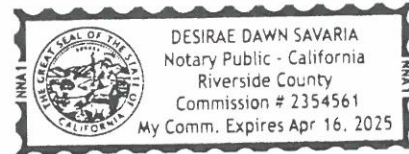


EXHIBIT "A"
LIST OF GRADING WORK

(Engineer's Cost Estimate Attached)

Quantity of Grading	\$28,600.00
Erosion Control	\$2,500.00

BOND ESTIMATE SHEET

(Use for Grading Work, Erosion Control, or Survey & Monumentation Bond Only)

Project: D.R. Horton Montoya T33608
Location: APN 113-160-009
Drawing No: 20-028R

	<u>Construction Cost</u> (See Note 1)	<u>Bond Estimate</u> (Round to nearest \$100)	
1 GRADING SECURITY			
(a) Grading Work	<u>\$78,300.00</u>	<u>\$23,500</u>	Note 2
(b) Erosion Control, See Note 3	<u>\$6,735.00</u>	<u>\$5,100.00</u>	Note 4
TOTAL GRADING BOND ESTIMATE		<u>\$28,600.00</u>	Note 6
EROSION CONTROL CASH BOND		<u>\$2,500.00</u>	Note 5
2 SURVEY & MONUMENTATION BOND			
Attach Engineer's or PLS letter of Monumentation Cost, signed & stamped by the Engineer or PLS.			
	<u>\$5,370.00</u>	<u>\$5,500.00</u>	

NOTES:

- All construction cost estimates should be attached to this form
- Grading Bond Estimate shall be calculated at 30% of the grading construction cost
- Security for erosion control shall be 100% of the erosion control cost, but not less than \$2500
For Erosion Control cost exceeding \$2500, a minimum of 25% shall be in cash and not less than \$2500; the remainder can be added to the grading bond.
- A maximum of 75% of the erosion control cost may be added to the grading bond
- A minimum of 25% of the erosion control cost shall be posted in cash and not less than \$2500
- Sum of 30% of 1(a) & 75% max of 1(b)
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds. No arrangements for bonds or fees should be made until you receive the City's completed Bond and Fee Letter.
- A current title report shall be submitted for bonding purposes.**

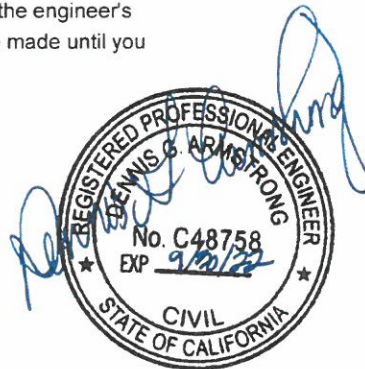
PREPARED BY:

Dennis Armstrong
Engineer's Name & Signature

Armstrong & Brooks Consulting Engineers, Inc.
 Company

dennis@armstrongbrooks.com
 Tel No/Email

WET STAMP & DATE



QUANTITY ESTIMATE FOR GRADING NOVEMBER 2020

Project #: 121.1973 T36608

Location: D.R. Horton Montoya

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
Grading Improvements - Concrete and Drainage Facilities				
AC Pavement Removal	SF	\$8.00		\$ -
AC Overlay	SY	\$8.00		\$ -
AC Pavement	TON	\$190.00		\$ -
Aggregate Base	CY	\$110.00		\$ -
Fog Seal	SY	\$5.00		\$ -
Full Depth AC Replacement	TON	\$190.00		\$ -
Curb Only, 6"	LF	\$35.00		\$ -
Curb & Gutter, 6"	LF	\$42.00		\$ -
Wheel Stop	EA	\$250.00		\$ -
4" PCC Sidewalk	SF	\$13.00		\$ -
4" PVC Storm Drain	LF	\$15.00		\$ -
Box Culvert (Including Backfill)	CY	\$3,500.00		\$ -
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$ -
Catch Basin, W<8'	EA	\$7,000.00		\$ -
Catch Basin, W>8'	EA	\$10,500.00		\$ -
Channel, Reinf. Concrete Lined	SF	\$13.00		\$ -
Channel, Open Concrete <24"	LF	\$150.00		\$ -
Channel, Open Concrete 27"-36"	LF	\$250.00		\$ -
Channel, Open Concrete 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	\$10,000.00		\$ -
Grate Inlet, 12" x 12"	EA	\$500.00		\$ -
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$ -
Grate Inlet, 36" x 36"	EA	\$5,000.00		\$ -
Headwalls, Gravity Type	EA	\$5,000.00		\$ -
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	\$2,500.00		\$	-
Underwalk Drain W>6'	EA	\$3,500.00		\$	-
Retaining Walls	SF	\$15.00	2660	\$	39,900.00
V-Gutter	SF	\$10.00		\$	-
Earthwork (Cut & Fill)	CY	\$3.00	12800	\$	38,400.00
SUBTOTAL				\$	78,300.00

Erosion Control

(Items and cost to be provided by Engineer)

Other:Stabilized Entrance	EA	\$1,000.00	1	\$	1,000.00
Other:Sandbag Velocity Reducer	EA	\$100.00	14	\$	1,400.00
Other:Silt Fence	LF	\$3.00	1445	\$	4,335.00
SUBTOTAL				\$	6,735.00

Monumentation

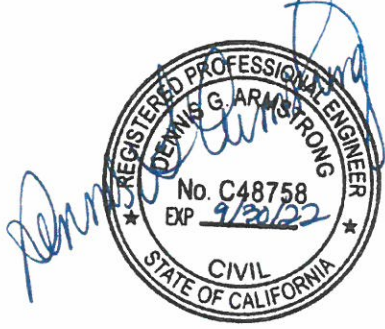
Re-Establish Control	HR	\$185.00	2	\$	370.00
Office Calculations & Coordination	HR	\$150.00	3	\$	450.00
Miscellaneous Materials	EA	\$850.00	1	\$	850.00
Monuments	HR	\$185.00	20	\$	3,700.00
SUBTOTAL				# \$	5,370.00

PREPARED BY:

Dennis Armstrong *Dennis Armstrong*
 Engineer's Name & Signature
 Armstrong & Brooks Consulting Engineers, Inc.
 Company
dennis@armstrongbrooks.com
 Tel No/Email

TOTAL COST \$ **85,035.00**

WET STAMP & DATE





Cash Register Receipt

City of Corona

Receipt Number
R29982

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2020-0024 Address: T36608 APN:			
FAITHFUL PERFORMANCE BOND – GRADING	11000000 22002	ORIGINAL	\$28,600.00
TOTAL FEES PAID BY RECEIPT: R29982			\$28,600.00

Date Paid: Tuesday, December 14, 2021

Paid By: DR HORTON

Cashier: MLE2

Pay Method: BOND



Cash Register Receipt
City of Corona

Receipt Number
R30016

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2020-0024 Address: T36608 APN:			
EROSION CONTROL BOND	11000000 22002	ORIGINAL	\$2,500.00
TOTAL FEES PAID BY RECEIPT: R30016			\$2,500.00

Date Paid: Wednesday, December 15, 2021

Paid By: DRH INC CONTROLLED DISBR

Cashier: MLE2

Pay Method: CHECK 1243534

**AGREEMENT FOR SURVEY MONUMENTATION
TRACT MAP 36608**

This Agreement is entered into as of this 16th day of March 2022, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **D.R. Horton Los Angeles Holding Company, Inc, a California corporation**, with its principal office located at **2280 Wardlow Circle, Suite 100, Corona, CA 92878** (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of **Tract Map 36608** (hereinafter referred to as **Tract Map 36608** map) has submitted to the City for its approval and subsequent recordation a map prepared by **Armstrong & Brooks Consulting Engineers**, containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said **Tract Map 36608** prior to having interior monuments set for said **Tract Map 36608** Map, and in consideration has instructed to certify on said **Tract Map 36608** Map that monuments will be set within **ONE YEAR** after recordation of **Tract Map 36608** 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 **Eight-Thousand Five Hundred Dollars and No Cents (\$8,500.00)** 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 ensure 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 defenses 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.
1401 West 18th Street, A-206
400 S. Vicentia Avenue
Corona, California 92882**

DEVELOPER:

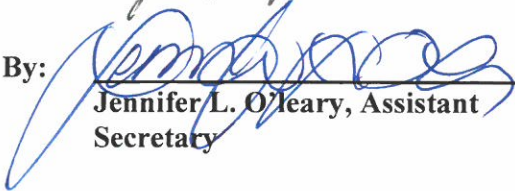
**D.R. Horton Los Angeles Holding Company
INC, A California Corporation
2280 Wardlow Circle, #100
Costa Mesa, CA 92627
Corona, CA 92878**

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.

**D.R. Horton Los Angeles Holding Company, Inc,
a California corporation**

By: 

Jon J. Myhre, Vice President

By: 

**Jennifer L. O'Leary, Assistant
Secretary**

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
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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 March 7, 2022 before me, S.J. PARADISO, NOTARY PUBLIC (insert name and title of the officer), personally appeared JENNIFER L. O'LEARY and JON MYHRE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____



(Seal)

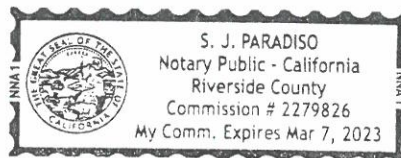


EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

Exhibit "A"

TRACT MAP 36608

BEING A SUBDIVISION OF A PORTION OF LOT 298 OF AMENDED MAP OF ORANGE HEIGHTS DIVISION NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 2 PAGE 2 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY OF CORONA, A MUNICIPAL CORPORATION, BY FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 2, 1992 AS INSTRUMENT NO. 1992-374059 OF OFFICIAL RECORDS.



Cash Register Receipt

City of Corona

Receipt Number
R31203

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWLE2020-0016 Address: T36608 APN:			
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$3,000.00
TOTAL FEES PAID BY RECEIPT: R31203			\$3,000.00

Date Paid: Monday, March 07, 2022

Paid By: DEAN PERNICONE

Cashier: MLE2

Pay Method: CREDIT CARD 603648936



Cash Register Receipt
City of Corona

Receipt Number
R31191

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWLE2020-0016 Address: T36608 APN:			
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$5,500.00
TOTAL FEES PAID BY RECEIPT: R31191			\$5,500.00

Date Paid: Monday, March 07, 2022

Paid By: DRH INC CONTROLLED DISBR ACCT

Cashier: KAVV

Pay Method: CHECK 1291695