

**AGREEMENT FOR PUBLIC IMPROVEMENTS  
884 W. KENDALL STREET,  
DWG NO. 17-035PNon-Master Plan Improvements**

This Agreement is made and entered into as of this **15<sup>th</sup> day of November, 2017**, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Edith Molina, an unmarried woman as to undivided 50% interest and Enrique Gonzalez, an unmarried man as to an undivided 50% interest, as tenants in common**, (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 **884 W. Kendall St.** 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 **Fifteen Thousand, Four Hundred Dollars and No Cents (\$15,400.00)** 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.

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:

Edith Molina and Enrique Gonzalez  
P.O. Box 79484  
Corona, CA 92877

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

EDITH MOLINA, AN UNMARRIED WOMAN AS  
TO UNDIVIDED 50% INTEREST AND ENRIQUE  
GONZALEZ, AN UNMARRIED MAN AS TO AN  
UNDIVIDED 50% INTEREST, AS TENANTS IN  
COMMON.)

By: Edith Molina  
Edith Molina, tenant in common

By: Enrique Gonzalez  
Enrique Gonzalez, tenant in common

ATTEST:  
CITY CLERK  
OF THE CITY OF CORONA

By: [Signature]  
(City Clerk)

CITY OF CORONA

By: [Signature]  
(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 ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On 10/12/2017 before me, Laura Cecilia Luna Castell, Notary Public  
(Here insert name and title of the officer)

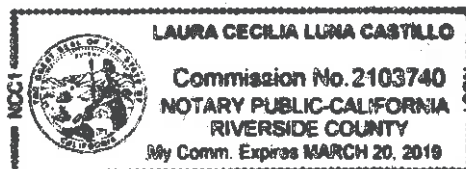
personally appeared Edith C. Molina, Enrique Gonzalez  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose  
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that  
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, 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]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Public Improvements  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 5 Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"  
LEGAL DESCRIPTION OF THE PROJECT  
SEE ATTACHED

## SCHEDULE A

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

A Fee

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

Edith Molina, an unmarried woman as to undivided 50% interest and Enrique Gonzalez an unmarried man as to an undivided 50% interest, as tenants in common, subject to Item No. 11, of Schedule B.

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

That portion of Lot 7 in Block 52 of Lands of South Riverside Land and Water Company, in the City of Corona, County of Riverside, State of California, as per map on file in Book 9, Page 6 of Maps, records of San Bernardino County described as follows:

Commencing at a point on the Northerly line of said Lot 742.5 feet Westerly from the Northeasterly corner thereof; thence Westerly along the Northerly line of said Lot 82.5 feet to the Northwest corner thereof; thence Southerly along the Westerly line of said Lot 407.94 feet to the true point of beginning; thence continuing Southerly along the Westerly line of said Lot 120.82 feet; thence Easterly parallel with the Northerly line of said Lot 82.5 feet; thence Northerly parallel with the Westerly line of said Lot 120.71 feet; thence Westerly 82.5 feet to the true point of beginning.

Said property is also shown as Parcel No. 3 of Record of Survey, in the City of Corona, County of Riverside, State of California, as per map recorded in Book 33, Page 100, in the office of the County Recorder of said County.

APN: 110-221-022-7

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

SEE ATTACHED

Faithful Performance	<b>\$15,400.00</b>
Labor and Material	<b>\$ 7,700.00</b>

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

Project: PGR170018  
Location: 884 W KENDALL ST  
DWG No: 17-035P

DATE: 09.22.2017

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Materials
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	\$11,602	\$15,400	\$7,700
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
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

PREPARED BY:

KHALED FARAH

Engineer's Name & Signature  
REDLANDS CONSULTANTS & ASSOCIATE  
Company  
951.440.9227/RCA.K@LIVE.COM  
Tel No/Email

WET STAMP & DATE





## QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS

Project #: PGR170018

Location: 884 W KENDALL ST, CORONA, CA

Item	Unit	Unit Cost	Quantity	Cost
<b>Removal</b>				
AC Berm	LF	\$8.00		\$
AC Pavement	SF	\$3.00	150	\$ 450
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		\$
SAW CUT AC	LF	\$5	54	\$ 270
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$ 720
<b>Relocation</b>				
Power/Telephone Pole	EA	\$5,000.00		\$
Pull Boxes	EA	\$500.00		\$
Street Light	EA	\$6,000.00		\$
Street Sign	EA	\$400.00		\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$
<b>Asphalt</b>				
AC Berm 6"	LF	\$20.00		\$
AC Berm 8"	LF	\$24.00		\$
AC Fogseal	SY	\$3.00		\$
AC Overlay	SY	\$4.00		\$
AC Pavement	SF			\$
Asphalt (sf x depth x 0.075)	TON	\$75.00	1.6	\$ 120
Base (sf x depth / 27)	CY	\$55.00	1	\$ 55
Fogseal	SY	\$3.00	10	\$ 30
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$ 205
<b>Concrete</b>				
Alley Approach, 8" PCC	SF	\$15.00		\$
Curb Only 6"	LF	\$20.00		\$
Curb Only 8"	LF	\$24.00		\$
Curb & Gutter 6"	LF	\$25.00	54	\$ 1,350
Curb & Gutter 8"	LF	\$26.00		\$

Cross Gutter & Spandrel	SF	\$16.00		\$
D/W Approach, Complete	EA	\$4,000.00		\$
D/W Approach, 6"	SF	\$11.00	219	\$ 2,409
D/W Approach, 8"	SF	\$13.00		\$
Pavement, 6"	SF	\$11.00		\$
Pavement, 8"	SF	\$12.00		\$
Sidewalk, 4"	SF	\$10.00	259	\$ 2,590
V-Gutter	SF	\$15.00		\$
W/C Ramp	EA	\$2,500.00		\$
W/C Ramp	SF	\$10.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$ 6,349

#### Storm Drain

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. 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	\$7,000.00		\$
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	\$2,000.00		\$
Headwalls, Wing Type	EA	\$9,000.00		\$
Inlet Apron	EA	\$3,000.00		\$
Junction Structure	EA	\$10,000.00		\$
Manhole, H<8'	EA	\$4,500.00		\$
Manhole, H>8'	EA	\$5,500.00		\$
Pipe, 18" RCP	LF	\$150.00		\$
Pipe, 24" RCP	LF	\$180.00		\$
Pipe, 30" RCP	LF	\$190.00		\$
Pipe, 36" RCP	LF	\$200.00		\$
Pipe, 42" RCP	LF	\$220.00		\$
Pipe, 48" RCP	LF	\$230.00		\$
Pipe, 54" RCP	LF	\$300.00		\$
Pipe, 60" RCP	LF	\$325.00		\$
Pipe, 66" RCP	LF	\$350.00		\$
Pipe, 72" RCP	LF	\$400.00		\$
Pipe, 78" RCP	LF	\$420.00		\$

Pipe, 84" RCP	LF	\$450.00		\$
Pipe, 18" CMP	LF	\$110.00		\$
Pipe, 24" CMP	LF	\$130.00		\$
Pipe, 30" CMP	LF	\$150.00		\$
Pipe, 36" CMP	LF	\$180.00		\$
Pipe, 42" CMP	LF	\$190.00		\$
Pipe, 48" CMP	LF	\$200.00		\$
Pipe, 54" CMP	LF	\$220.00		\$
Pipe, 60" CMP	LF	\$250.00		\$
Pipe, 4" PVC	LF	\$20.00		\$
Pipe, 4" Perf PVC	LF	\$20.00		\$
Pipe, 6" PVC	LF	\$25.00		\$
Pipe, 8" PVC	LF	\$30.00		\$
Pipe, 10" PVC	LF	\$35.00		\$
Pipe, 12" PVC	LF	\$40.00		\$
Pipe, 18" PVC	LF	\$50.00		\$
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		\$
CURB OUTLET	EA	\$250	1	\$ 250
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$ 250

#### Street Lights

Pull Box No. 3 1/2	EA	\$300.00		\$
Pull Box No. 5	EA	\$400.00		\$
Service Point	EA	\$5,500.00		\$
St. Light, 501 - 1 only	EA	\$5,400.00		\$
St. Light, 501 - 2 to 5	EA	\$5,200.00		\$
St. Light, 501 - 5+	EA	\$4,500.00		\$
St. Light, 502 - 1 only	EA	\$5,800.00		\$
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$
St. Light, 502 - 5+	EA	\$5,000.00		\$
St. Lt. Conduit, 1" Sch 80				\$
<500 LF	LF	\$12.00		\$
>500 LF	LF	\$10.00		\$
St. Lt. Conduit, 1 1/2				\$
<500 LF	LF	\$16.00		\$
>500 LF	LF	\$14.00		\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

#### Traffic

Signal, 6 phse+MstrCont.	EA	\$240,000.00		\$
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Signal, 8 phse+MstrCont.	EA	\$265,000.00		\$
Signal, Both+Intrconnect	LF	\$20.00		\$
Striping, 4" Sld wht/ylw	LF	\$0.50		\$
Striping, 8" Sld wht/ylw	LF	\$0.65		\$
Striping 12" Sld wht/ylw	LF	\$2.50		\$
Striping, Skip	LF	\$0.35		\$
Striping, Double	LF	\$0.75		\$
			SUBTOTAL	\$

#### **Walls**

Retaining Walls	SF	\$15.00		\$
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#### **Miscellaneous**

Barricade, 40'	EA	\$1,600.00		\$
Water Lateral	EA	\$5,000.00		\$
Water Meter Installation	EA	\$2,500.00	1	\$ 2,500
Paving Replacement, Trench	LF	\$16.00	33	\$ 528
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=				\$
			SUBTOTAL	\$ 3,028

#### **Sewer**

Manhole, 5' dia., 12' to 20' deep	EA	\$7,000.00		\$
Manhole, 5' dia. > 20' deep	EA	\$9,000.00		\$
Pipe, 4" PVC	LF	\$24.00		\$
Pipe, 6" PVC	LF	\$30.00		\$
Pipe, 8" PVC	LF	\$37.00		\$
Pipe, 10" PVC	LF	\$44.00		\$
Pipe, 12" PVC	LF	\$50.00		\$
Pipe, 15" PVC	LF	\$57.00		\$
Pipe, 4" DIP	LF	\$33.00		\$
Pipe, 6" DIP	LF	\$39.00		\$
Pipe, 8" DIP	LF	\$48.00		\$
Pipe, 10" DIP	LF	\$54.00		\$
Pipe, 12" DIP	LF	\$61.00		\$
Pipe, 15" DIP	LF	\$73.00		\$
			SUBTOTAL	\$

#### **Miscellaneous Sewer**

Adjust Manhole	EA	\$1,550.00		\$
Clean Out	EA	\$1,060.00		\$
Saddle	EA	\$1,170.00		\$

OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$

#### Water

Pipe, 4" Class 150	LF	\$30.00		\$
Pipe, 6" Class 150	LF	\$36.00		\$
Pipe, 8" Class 150	LF	\$41.00		\$
Pipe, 10" Class 150	LF	\$46.00		\$
Pipe, 12" Class 150	LF	\$51.00		\$
Valve, 4"	EA	\$1,230.00		\$
Valve, 6"	EA	\$1,410.00		\$
Valve, 8"	EA	\$1,680.00		\$
Valve, 10"	EA	\$2,030.00		\$
Valve, 12"	EA	\$2,270.00		\$
Valve, 14"	EA	\$3,000.00		\$
Valve, 16"	EA	\$3,550.00		\$
			SUBTOTAL	\$

#### Miscellaneous Water

Air & Vac, 1"	EA	\$2,700.00		\$
Blow Off, 2"	EA	\$1,500.00		\$
Blow Off, 4"	EA	\$3,600.00		\$
Fire Hydrant, 6"	EA	\$4,400.00		\$
Fire Service, 6"	EA	\$10,500.00		\$
Fire Service, 8"	EA	\$14,750.00		\$
Hot Tap, 8"	EA	\$3,550.00		\$
Hot Tap, 10"	EA	\$3,900.00		\$
Hot Tap, 12"	EA	\$4,750.00		\$
Service, 1"	EA	\$1,050.00	1 EA	\$ 1,050
Service, 2"	EA	\$2,200.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$
			SUBTOTAL	\$ 1,050

**TOTAL COST** \$ 11,602

#### PREPARED BY:

KHALED FARAH

#### Engineer's Name & Signature

REDLANDS CONSULTANTS & ASSOCIATES

#### Company

909.271.3135/RCA.K@LIVE.COM

Tel No/Email

#### WET STAMP & DATE



BOND NO. 4415613  
INITIAL PREMIUM: \$385.00  
SUBJECT TO RENEWAL  
IF BOND IS NOT RELEASED  
BY THE CITY

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and  
Edith Molina and Enrique Gonzalez

\_\_\_\_ ("PRINCIPAL") have entered into a/an **[\*\*INSERT EXACT NAME OF AGREEMENT\*\*]** dated on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
("Improvement Agreement") for public and/or grading improvements to be constructed as part of  
the

New single family residence located at 884 W Kendall St. Corona, CA 92882

\*\*Agreement for Public Improvements - DWG No. 17-035P Non-Master Plan Improvements\*\*

project;

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

SureTec Insurance Company

\_\_\_\_, a  
company organized and doing business under and by virtue of the laws of the State of California  
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

Fifteen Thousand Four Hundred 00/100

**DOLLARS**

(\$ 15,400.00 ) 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 San Bernardino, California, this 12th day of October, 2017.

**PRINCIPAL**

Edith Molina and Enrique Gonzalez  
Print Name

By: [Signature]  
Signature

ENRIQUE GONZALEZ, EDITH MOLINA  
Name

OWNER  
Title

10/12/2017  
Date

**SURETY**

SureTec Insurance Company  
Print Name

By: [Signature]  
Signature

Jeff Aase  
Name

Attorney-in-Fact  
Title

October 12, 2017  
Date

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

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On 10/12/2017 before me, Laura Cecilia Luna Castell, Notary Public,  
(Here insert name and title of the officer)

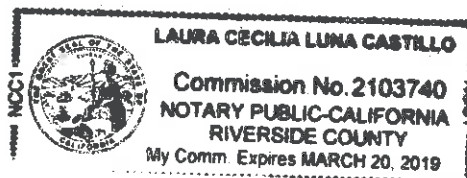
personally appeared Edith C. Molina, Enrique Gonzalez,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that 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.

  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond  
(Title or description of attached document)

(Title or description of attached document continued)

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

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



## ACKNOWLEDGMENT

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

State of California  
County of San Bernardino )

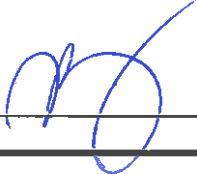
On October 12, 2017 before me, N. Cruz, Notary Public  
(insert name and title of the officer)

personally appeared Jeff Aase  
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.

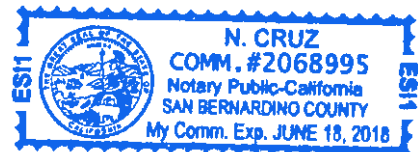
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents,** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jeff Aase, Justin Buenaventura

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 10th day of March, A.D. 2017.



SURETEC INSURANCE COMPANY

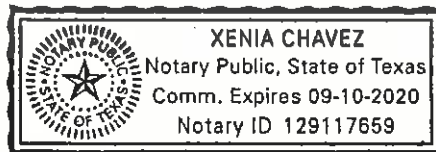
By: \_\_\_\_\_

John Knox Jr., President

State of Texas  
County of Harris

ss:

On this 10th day of March, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of October, 2017, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

BOND NO. 4415613  
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 Edith Molina and Enrique Gonzalez  
\_\_\_\_ ("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 New home located in 884 W Kendall St. Corona, CA 92882  
\*\*Agreement for Public Improvements - DWG No. 17-035P Non-Master Plan Improvements\*\*  
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

SureTec Insurance Company, a  
company organized and doing business under and by virtue of the laws of the State of  
Texas 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 "OBLIGEEES," in the sum of  
Seven Thousand Seven Hundred  
DOLLARS (\$ 7,700.00) 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 San Bernardino, California, this 12th day of October, 20 17.

**PRINCIPAL**

Edith Molina and Enrique Gonzalez  
Print Name

By:   
Signature

ENRIQUE GONZALEZ, EDITH MOLINA  
Name

OWNER  
Title

10/12/2017  
Date

**SURETY**

SureTec Insurance Company  
Print Name

By:   
Signature

Jeff Aase  
Name

Attorney-in-Fact  
Title

October 12, 2017  
Date

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

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On 10/12/2017 before me, Laura Cecilia Luna Castell, Notary Public,  
(Here insert name and title of the officer)

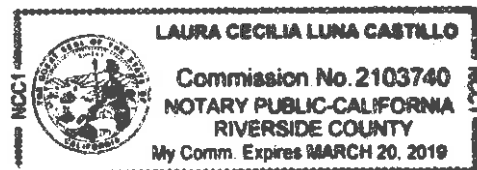
personally appeared Edith C. Molina, Enrique Gonzalez,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that 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]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

## ACKNOWLEDGMENT

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

State of California  
County of San Bernardino

On October 12, 2017 before me, N. Cruz, Notary Public  
(insert name and title of the officer)

personally appeared Jeff Aase  
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)



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jeff Aase, Justin Buenaventura

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 10th day of March, A.D. 2017.



SURETEC INSURANCE COMPANY

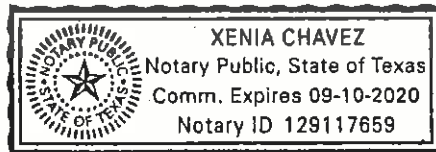
By: \_\_\_\_\_

John Knox Jr., President

State of Texas  
County of Harris

ss:

On this 10th day of March, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of October, 2017, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



**AGREEMENT FOR GRADING, EROSION CONTROL, AND DRAINAGE  
IMPROVEMENTS FOR 884 W. KENDALL STREET,  
DWG. 17-035P**

This Agreement is entered into as of this **15<sup>th</sup> day of November, 2017**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **Edith Molina, an unmarried woman as to undivided 50% interest and Enrique Gonzalez an unmarried man as to an undivided 50% interest, as tenants in common**, with its principal address located at **P.O. Box 79484, Corona, CA 92877**, (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 **884 W. Kendall St.** (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 **Two Thousand, Five Hundred Dollars and No Cents (\$2,500.00)** 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 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:**  
Edith Molina and Enrique Gonzalez  
P.O. Box 79484  
Corona, CA 92877

**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

**EDITH MOLINA, AN UNMARRIED WOMAN  
AS TO UNDIVIDED 50% INTEREST AND  
ENRIQUE GONZALEZ, AN UNMARRIED  
MAN AS TO AN UNDIVIDED 50% INTEREST,  
AS TENANTS IN COMMON.**

By:   
Edith Molina, tenant in common

By:   
Enrique Gonzalez, tenant in common

**ATTEST:**

**CITY CLERK  
OF THE CITY OF CORONA**

By:   
(City Clerk)

**CITY OF CORONA**

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

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On 10/12/2017 before me, Laura Cecilia Luna Castell, Notary Public  
(Here insert name and title of the officer)

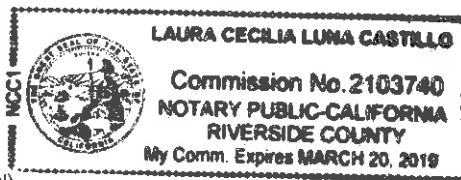
personally appeared Edith C. Molina, Enrique Gonzalez,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose  
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that  
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(es)~~, 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]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Erosion Control and Drainage  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 5 Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**EXHIBIT "A"**  
**LIST OF GRADING WORK**

(Engineer's Cost Estimate Attached)

<b>Quantity of Grading</b>	<b>\$2,500.00</b>
<b>Erosion Control</b>	<b>\$2,500.00</b>

## BOND ESTIMATE SHEET

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

Project: PGR170018  
Location: 884 W KENDALL ST  
DWG No: 17-035P

	Construction Cost (See Note 1)	Bond Estimate (Round up to nearest \$100)
<b>1 GRADING SECURITY</b>		
(a) Grading Work, see Note 2	\$5,026	\$2,500
(b) Erosion Control, See Note 3	\$2,215	\$2,500
<b>TOTAL GRADING BOND ESTIMATE (See Notes 2, 4, &amp; 6)</b>		\$2,500
<b>EROSION CONTROL CASH BOND (See Note 5)</b>		\$2,500
<b>2 SURVEY &amp; MONUMENTATION BOND</b>		
Attach Engineer's or PLS letter of Monumentation Cost, signed & stamped by the Engineer or PLS. (Bond at 100%)		
	N/A	N/A

### NOTES:

1. All construction cost estimates should be attached to this form
2. Grading Bond Estimate shall be calculated at 30% of the grading construction cost, but not less than \$2500
3. 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 may be added to the grading bond.
4. A maximum of 75% of the erosion control cost *may* be added to the grading bond, when applicable
5. A minimum of 25% of the erosion control cost shall be posted in cash, but not less than \$2500
6. Sum of 30% of 1(a) & 75% max of 1(b), *only when applicable per above*.
7. 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.
8. A current title report shall be submitted for bonding purposes.

PREPARED BY:

KHALED FARAH

Engineer's Name & Signature

REDLANDS CONSULTANTS & ASSOCIATES

Company

951.440.9227/RCA.K@LIVE.COM

Tel No/Email



WET STAMP & DATE

## QUANTITY ESTIMATE FOR GRADING

Project #: PGR 170018

Location: 884 W KENDALL ST, CORONA

Item	Unit	Unit Cost	Quantity	Cost
<b>Grading Improvements - Concrete and Drainage Facilities</b>				
Curb & Gutter, 6"	LF	\$25.00		\$
Curb & Gutter, 8"	LF	\$26.00		\$
Cross Gutter & Spandrel	SF	\$16.00	81 SF	\$ 1,296.00
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	\$7,000.00		\$
Grate Inlet, 12" x 12"	EA	\$500.00	4 EA	\$ 2,000.00
Grate Inlet, 24" x 24"	EA	\$1,300.00		\$
Grate Inlet, 36" x 36"	EA	\$2,000.00		\$
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	\$4,500.00		\$
Manhole, H>8'	EA	\$5,500.00		\$
Pipe, 18" RCP	LF	\$150.00		\$
Pipe, 24" RCP	LF	\$180.00		\$
Pipe, 30" RCP	LF	\$190.00		\$
Pipe, 36" RCP	LF	\$200.00		\$
Pipe, 42" RCP	LF	\$220.00		\$
Pipe, 48" RCP	LF	\$230.00		\$
Pipe, 54" RCP	LF	\$300.00		\$
Pipe, 60" RCP	LF	\$325.00		\$
Pipe, 66" RCP	LF	\$350.00		\$
Pipe, 72" RCP	LF	\$400.00		\$
Pipe, 78" RCP	LF	\$420.00		\$
Pipe, 84" RCP	LF	\$450.00		\$
Pipe, 18" CMP	LF	\$110.00		\$
Pipe, 24" CMP	LF	\$130.00		\$
Pipe, 30" CMP	LF	\$150.00		\$
Pipe, 36" CMP	LF	\$180.00		\$
Pipe, 42" CMP	LF	\$190.00		\$
Pipe, 48" CMP	LF	\$200.00		\$

Pipe, 54" CMP	LF	\$220.00		\$
Pipe, 60" CMP	LF	\$250.00		\$
Pipe, 4" PVC	LF	\$20.00		\$
Pipe, 4" Perf. PVC	LF	\$20.00		\$
Pipe, 6" PVC	LF	\$25.00		\$
Pipe, 8" PVC	LF	\$30.00		\$
Pipe, 10" PVC	LF	\$35.00		\$
Pipe, 12" PVC	LF	\$40.00		\$
Pipe, 18" PVC	LF	\$50.00		\$
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		\$
V-Gutter	SF	\$10.00		\$
Earthwork (Cut & Fill)	CY	\$2.00	157	\$ 314.00
Other: 3" PVC DRAIN PIPE	LF	\$8.00	177	\$ 1,416
Other:				\$
Other:				\$
Other:				\$
Other:				\$
			SUBTOTAL	\$ 5,026.00

#### Erosion Control

(Items and cost to be provided by Engineer)

Other: SILT FENCE	LF	\$1.50	170 LF	\$ 255.00
Other: CONSTRUCTION ENTRY	LS	\$720	1 EA	\$ 720.00
Other: GRAVEL BAGS	LF	\$2.00	170 LF	\$ 340.00
Other: CONC WASTE AREA	LS	\$500.00	1 EA	\$ 500.00
Other: INLET PROTECTION	EA	\$100.00	4 EA	\$ 400.00
Other:				\$
Other:				\$
Other:				\$
Other:				\$
Other:				\$
			SUBTOTAL	\$ 2,215.00

**TOTAL COST \$ 7,241.00**



**PREPARED BY:**  
**KHALED FARAH**

Engineer's Name & Signature  
REDLANDS CONSULTANTS & ASSOCIATES  
Company

951.440.9227/ RCA.K@LIVE.COM

Tel No/Email

**WET STAMP & DATE**



BOND NO. 4415614  
INITIAL PREMIUM: \$250.00  
SUBJECT TO RENEWAL  
IF BOND IS NOT RELEASED  
BY THE CITY

**CITY OF CORONA**

**SUBDIVISION / GRADING IMPROVEMENTS  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and Edith Molina and Enrique Gonzalez ("PRINCIPAL") have entered into a/an **[\*\*INSERT EXACT NAME OF AGREEMENT\*\*]** dated on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Improvement Agreement") for public and/or grading improvements to be constructed as part of the New single family residence located at 884 W. Kendall St. Corona, CA 92882 \*\*Agreement for Grading, Erosion Control, and Drainage Improvements - DWG. 17-035P\*\* project;

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  
SureTec Insurance Company, a  
company organized and doing business under and by virtue of the laws of the State of California  
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  
Two Thousand Five Hundred 00/100

**DOLLARS**  
(\$ 2,500.00 ) 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 San Bernardino, California, this 12th day of October, 2017.

**PRINCIPAL**

Edith Molina and Enrique Gonzalez

Print Name Edith Molina

By: Enrique Gonzalez

Signature

ENRIQUE GONZALEZ, EDITH MOLINA

Name

OWNER

Title

10-12-2017

Date

**SURETY**

SureTec Insurance Company

Print Name

By: [Signature]

Signature

Jeff Aase

Name

Attorney-in-Fact

Title

October 12, 2017

Date

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

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

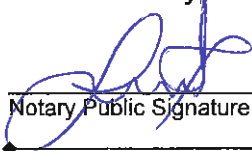
County of Riverside }

On 10/12/2017 before me, Laura Cecilia Luna Castell, Notary Public,  
(Here insert name and title of the officer)

personally appeared Edith C. Molina, Enrique Gonzalez,  
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.

  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

## ACKNOWLEDGMENT

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

State of California  
County of San Bernardino )

On October 12, 2017 before me, N. Cruz, Notary Public  
(insert name and title of the officer)

personally appeared Jeff Aase  
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] (Seal)



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jeff Aase, Justin Buenaventura

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 10th day of March, A.D. 2017.



SURETEC INSURANCE COMPANY

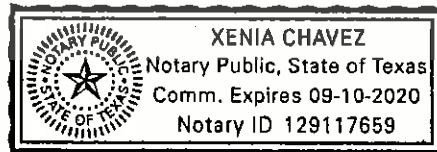
By: \_\_\_\_\_

John Knox Jr., President

State of Texas  
County of Harris

ss:

On this 10th day of March, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of October, 2017, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.