AGREEMENT FOR GRADING, EROSION CONTROL, AND DRAINAGE IMPROVEMENTS FOR 1740 DUNCAN WAY, DWG#: 17-012P

This Agreement is entered into as of this 7th day of March, 2018, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City") and Wise Move, Inc, a Colorado Corporation with its principal offices located at, 41215 Via Del Toronjo, Temecula, CA 92592, (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 1740 Duncan Way (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 Five Thousand Dollars and No Cents (\$5,000.00) to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost 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.

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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 hamless 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 prepald, 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: Wise Move, Inc 41215 Via Del Toronjo Temecula, CA 92592

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

By:

Wise Move, Inc, a Colorado Corporation

	Signature Aziz said Print Name President Title
	By: Aziz Sdid
	Print Name AZIZ Said: Secretary Title
TTEST: ITY CLERK IF THE CITY OF CORONA	CITY OF CORONA
y:(City Clerk)	By:(Mayor)

(SEAL)

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

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. before me, AMAVEIV personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the Instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing AMABELLY M. BARRERA paragraph is true and correct. Commission # 2101504 Notary Public - California WITNESS my hand and official se **Orange County** ly Comm. Expires Mar 25, 2019 Signature _ Place Notary Seal and/or Stamp Above **OPTIONA** Completing this information can defer alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Harrelment For Public Title or Type of Document: Signer(s) Other Than Named Above: Capacity(les) Claimed by Signer(s) Signer's Name: Signer's Name: _ ☐ Corporate Officer - Title(s): _ □ Corporate Officer - Title(s): _ ☐ Partner - ☐ Limited ☐ General ☐ Partner - ☐ Limited ☐ General □ Individual □ Attorney in Fact □ Individual ☐ Attorney in Fact □ Guardian of Conservator □ Trustee □ Guardian of Conservator □ Trustee □ Other: □ Other:

Signer is Representing:

Signer is Representing:

EXHIBIT "A" LIST OF GRADING WORK

(Engineer's Cost Estimate Attached)

Quantity of Grading \$5,000.00 Erosion Control \$2,500.00



Cash Register Receipt City of Corona

Receipt Number R4385

D	ESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			A RESIDENCE	N. Carlo
PGR170009	Address: 1740 DUNCAN WY	APN:		
E	ROSION CONTROL	11000000 22002	ORIGINAL	\$2,500.00
TOTAL FEES PAID	BY RECEIPT: R4385			\$2,500.00

Date Paid: Wednesday, February 07, 2018

Paid By: WISE MOVE

Pay Method: CHECK 1041

Cashier: MLEY

TRACT

CITY OF CORONA

SUBDIVISION / GRADING IMPROVEMENTS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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;

(\$_5,000.00____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

and it does hereby waive notice of such change, extension, alteration or addition to the terms of the Improvement Agreement or to the work or specifications.

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

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at Newport Beach ___, California, this __12__ day of _Feb__, 2018___.

PRINCIPAL	SURETY
Print Name NIGC MOVE, Inc	Hudson Insurance Company Print Name:
By: Signature	By: Signature
AZIZ SAID Name	Alqu Yousedi Name
President Title	Agent 945-432-48=3
Date 2 13 1 9	2/13/18 Date

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY <u>MUST</u> BE ATTACHED TO THIS BOND.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Soheil Fatehi of the State of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly zed, on this _22nd _day of _December _, ____, 20_16 _ at New York, New York.

By.,

1918
Octaward
Dina Datakii
Corporate Secretary

HUDSON INSURANCE COMPANY

Christopher T. Suarez Executive Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

SS.

On the 22nd day of December . 20 16 before me personally came Christopher T Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, 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 Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553

Qualified in Nassau County

Commission Expires December 10, 2017

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's scal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Exercise Attorney is now in force.

Second Corporation this

.

____, 20___

(C4818rate dal)

SEAL

Form PerfA 10 8 2010 (v1)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMEN	T CIVIL CODE § 1189
	ilies only the identity of the individual who signed the document
State of California	
County of <u>Orange</u>	
on <u>Florvary 13, 2018</u> before me, <u>N</u>	nichael bain Larios,
Personally appeared <u>FIMM KWIT W</u>	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
to the within instrument and acknowledged to me tha authorized capacity(ies), and that by his/her/their sign upon behalf of which the person(s) acted, executed the person of the person	ature(s) on the instrument the person(s), or the entity
MICHAEL ISAIH LARIOS Commission # 2063245	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Notary Public - California XX Orange County	WITNESS my hand and official seal.
My Comm. Expires Apr 4, 2018	
	Signature W
Place Notary Seal and/or Stamp Above	Signature of Notary Rublic
Completing this information can d	deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document: Purtur Cu	Bund Bund No: - HA-10-A197-000
Document Date: 31312018	Number of Pages: 2
Signer(s) Other Than Named Above: NA	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:f\\underlin \underlin \underl	
☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
□ Other:Signer Is Representing:	☐ Other:Signer is Representing:

©2017 National Notary Association

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.	
County of California County of Coun	(c)
AMABELLY M. BARRERA Commission # 2101504 Notary Public - California Orange County My Comm. Expires Mar 25, 2019 Place Notary Seal and/or Stamp Above I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct WITNESS my hand and official seal. Signature Signature of Notary Public	
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.	
Description of Attached Document Title or Type of Document: Type of Document Document Date: 2 3 3 3	
Capacity(ies) Claimed by Signer(s) Signer's Name:	