

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 20782

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and KB HOME CAL MANAGEMENT SERVICES, LLC ("Subdivider"):

WHEREAS, the application for tentative Tract Map No. 20782, was conditionally approved on 12/16/2025; and

WHEREAS, Subdivider is the owner of that certain parcel of land defined by the Final Map and Subdivider proposes to do and perform certain work of improvement thereon as set forth in this agreement; and

WHEREAS, City desires to assure that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Subdivider declares acknowledgement the pertinent regulations contained in the City Code and in the Subdivision Map Act (Government Code Sections 66410 to 66500) and agrees to comply therewith; and

WHEREAS, a Final Map of the subdivision, prepared in accordance with the City's Subdivision Ordinance, has been filed by Subdivider with City for approval by the City Council;

NOW THEREFORE, in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements therein offered for dedication for street, utility, and other public purposes and the covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. **General requirements:**

Subdivider shall, at its own cost and expense, provide all required tests, design work, equipment, materials and labor in order to complete all of the improvements as associated with the requirements per the approved project or to the satisfaction of the City Engineer of the City of Fontana. All required improvements have an estimated cost of construction totaling six hundred eight thousand nine hundred fifty-six dollars 00/100

(\$608,956.00) as shown on Exhibit "A".
Improvements are shown on approved plans on file with City Engineer.

The estimated cost of construction set forth in Exhibit "A" is for estimation purposes only, and for calculation of the amount of securities

required pursuant to the provisions of section (2), below. Subdivider's obligation to complete the improvements, or any portion of them, is not limited in any way by the estimated cost of construction, and the obligation of Subdivider's surety in connection with the securities required pursuant to the provisions of section (2), below.

2. **Security:**

Subdivider shall, at all times, guarantee its performance of this agreement by furnishing to City and maintaining good and sufficient security as required by the State Subdivision Map Act on forms approved by City for the purposes and in the amounts as follows:

- a. To ensure a faithful performance of this agreement in regard to the improvements in the amount of 100% of the estimated cost of construction of the improvements; and
- b. To secure payment to any contractor, sub-contractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed or installed pursuant to this agreement in the additional amount of 100% of the estimated cost of construction of the improvements; and
- c. To guarantee or warranty the work done pursuant to this agreement for a period of one (1) year following acceptance thereof by City Council of the City of Fontana against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of construction of the improvements; and
- d. To warranty the setting of required subdivision monuments within one-year following recordation of the Final Map in the amount of 100% of the estimated cost of setting subdivision monuments as shown in Exhibit "A".
- e. To guarantee the landscape maintenance of all landscape improvements for a period of one year (1) year following acceptance of thereof by the City.

The securities required by this agreement shall be kept on file with the City Clerk. The terms of the security documents required by this agreement are hereby incorporated in this agreement by reference and copies attached hereto.

The security, which guarantees performance, can be released upon acceptance of the improvements by the City Council. The security which guarantees payment to contractor, sub-contractors and to persons furnishing labor, materials or equipment will be released 6 months after acceptance of the improvements by the

City Council, less the total of all claims to which the City has been given proper notice.

Securities may be released upon the final completion and acceptance of the work subject to the provisions herein. The City Council, in its absolute discretion, may release a portion of the security given for faithful performance of the improvement work as the improvement progresses upon application thereof by the Subdivider.

3. **Time of Completion:**

All of the required improvements shall be completed within 24 months from the effective date of this agreement. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes or freight embargoes, the Subdivider shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay within ten days from the beginning of such delay.

In addition to the extension for the reasons referenced in the foregoing paragraph, Subdivider may submit a written request, Exhibit "B", for a discretionary extension of the time for completion of the improvements to the City Engineer. The City Engineer may grant or reject such extension, in whole or in part or with conditions, in his sole discretion. If an extension of time is granted it shall in no way affect the validity of this contract or release the surety on the securities referenced herein.

In the event that Subdivider fails to complete the improvements within the required period or any approved extension, the City may complete the work and shall be entitled to recover the full cost and expenses thereof from Subdivider, or his surety as herein provided. If City pursues completion of the improvement work, it may require Subdivider, or his surety, to pay the City in advance, sufficient monies to cover the City's cost in completing construction of the improvements.

Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not commence running until Subdivider, or Subdivider's surety pursuant to Section 2 of this Agreement, has provided the City Engineer with written notice of Subdivider's intent to abandon or otherwise not complete the improvements.

4. **Effective Date of Agreement:**

This Agreement shall not become effective unless and until the Subdivision Map has been approved by the City Council of the City of Fontana and also accepted

the Final Map for recordation by the County Recorder of the County of San Bernardino.

5. **Utility Deposits - Statements:**

Prior to the commencement of any work to be performed within the area delineated on the Final Map, the Subdivider must file a written statement with the City Clerk and the City Engineer, signed by the Subdivider, and each public utility involved, to the effect that Subdivider has made all deposits legally required by such public utility for the connection/extension of any and all public serving utilities to be provided to or within the subdivision.

6. **Permits - Compliance with Law:**

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses, pay all charges, fees and taxes, and give all necessary and incidental notices to the due and lawful prosecution of the work.

7. **Definition and Ownership of Improvements:**

The term "improvements" means: grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail upon plans, profiles and specifications which have been prepared or are now in final preparation by engineers acting for Subdivider subject to approval by the City Engineer of the City of Fontana. No work on the improvements shall be commenced until plans and/or profiles therefore have been submitted, approved and permitted by the City Engineer. All required public improvements constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of the improvements by the City Council.

8. **Obligations of Subdivider:**

Notwithstanding the fact that Subdivider's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval by the City thereof shall in no way relieve Subdivider of satisfactorily performing all work on the related obligations hereunder. The construction shall be done strictly in accordance with the plans and specifications prepared by Subdivider or its engineer, and as approved by the City as being consistent with the City Code and Standards. Subdivider warrants that its plans and specifications conform as a minimum to all City codes and standards and that they are adequate to accomplish the work in a good workmanlike manner and in accordance with responsible construction practices.

9. **Superintendence by Subdivider:**

Subdivider shall personally supervise all work involved in the improvements, or shall designate a competent foreman or superintendent, satisfactory to the City Engineer, to supervise the work at all times during progress, with authority to act for Subdivider. In the event satisfactory superintendence is not being exercised by the Subdivider, the City Engineer may order suspension of all work within the subdivision until the deficiency is adequately corrected.

10. **Repair and Replacements:**

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, or pay to the owner the entire cost of replacement or repairs, for all survey monuments or for any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or by the City or by any public or private corporation, or by any person whomsoever or by combination of such owners. Any such repair or replacement shall be completed in a reasonable manner and subject to the approval of the City Engineer and affected property owner.

11. **Inspection by City:**

Subdivider shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops where the work is in preparation. The cost of inspections shall be paid by the Subdivider.

12. **Approval by City Engineer.**

All required improvements shall be constructed under the inspection of and subject to approval of the City Engineer. Therefore, it is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work to be performed under this contract if such work does not conform to the plans and specifications set forth herein or the City's Codes and standards. Any damage to the improvements (existing or new) that occurs during the course of work performed under this Agreement shall be repaired or replaced, by the Subdivider, to the satisfaction of the City Engineer before the final acceptance of completed work and release of security.

13. **Liability for Performance Injury or Damage:**

Neither the City nor any of its officers or agents shall be liable to Subdivider or its contractors for any error or omission arising out of or in connection with any work to be performed under this contract. Additionally, the City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any

cause whatsoever in, on, or about the subdivision of said land covered by this Agreement, or any part thereof.

14. **Indemnification and Release:**

Prior to the commencement of any work pursuant to this contract, Subdivider's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company (which meets with the approval of City) insuring City, its officers, agents, and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending and claim arising as a result thereof. Minimum liability and property damage insurance shall not be less than \$250,000 for all damages arising out of bodily injury to a death of one person and not less than \$1,000,000 for all damages arising out of bodily injuries to or death of more than one person in any occurrence; and not less than \$250,000 for all damages and/or destruction of property in any one occurrence and not less than \$500,000 for all damages and/or destruction of property during the policy period. Such policy shall be in favor of Subdivider or its contractors and of the City, its officers, agents, and employees and shall be maintained in full force and effect during the life of this contract. The policy shall state by its terms and by an endorsement that it shall not be cancelled until City shall have had at least ninety (90) days' notice in writing of such cancellation.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or non-performance of any of or all work to be done in and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees, and sub-contractors, while engaged in the performance of the work.

15. **Liability of Subdivider:**

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets, easements and improvements herein specified shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein; provided that acceptance by the City shall in no way eliminate or lessen any of Subdivider's obligations or undertakings contained in this Agreement. The issuance of any occupancy permits (if granted) by the City for buildings located within the subdivision shall not be construed in any manner to constitute an

acceptance and approval of any or all of the required improvements in said subdivision.

16. **Relationship of Contractors:**

It is hereby mutually covenanted and agreed by the parties hereto that Subdivider's contractors are not agents of the City, if any, are those of independent contractors.

17. **Repair or Reconstruction of Defective Work:**

If, within a period of up to one year after City Council acceptance of the improvement work performed under this Agreement, any of the improvements for work done under this Agreement fails to fulfill any of the requirements of this Agreement, or the specifications referred to herein, Subdivider shall without delay and without any cost to the City (upon receipt of written notice from the City), repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its own option, make the necessary repairs or replacements or perform the necessary work and offset that amount against any security pledged by Subdivider for faithful performance, labor and materials, or warranty obligations under this agreement.

18. **Warranty:**

Without limiting the foregoing, Subdivider warrants and guarantees: materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City, and the setting of all required Final Map monuments.

19. **Assignment:**

This agreement shall not be assignable by Subdivider without written consent of City.

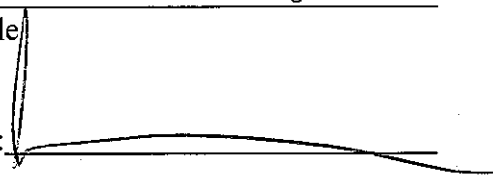
IN WITNESS WHEREOF, this agreement shall for all purposes be deemed an original thereof, having been duly executed by the Subdivider herein named on the 21 day of August, 20 26 being duly signed by its undersigned representative(s) pursuant to authority of its governing body.

SUBDIVIDER

By: 

Chris Earl
Name

Director of Forward Planning
Title

By: 

Scott Hansen
Name **Vice President, Forward Planning**

Title

CITY OF FONTANA

By: _____
City Manager

Print Name

Attest: _____
City Clerk

Print Name

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Print Name

APPROVED AS TO CONTENT:

By: _____
City Engineer

Print Name

CALIFORNIA ALL-PURPOSE 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.

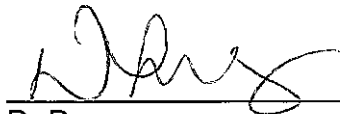
State of California

County of Riverside

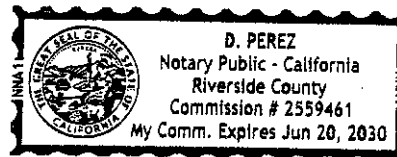
On August 25, 2026 before me, D. Perez, Notary Public, personally appeared Scott Hansen, and Christopher Earl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in 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.



D. Perez



(SEAL)

Attachments: (1) Exhibit "A" – Cost Estimate
(2) Exhibit "B" – Time Extension
(3) Securities

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP		L.F.	\$ 90.00	\$
* 24" RCP		L.F.	\$ 110.00	\$
* 30" RCP		L.F.	\$ 250.00	\$
* 36" RCP		L.F.	\$ 250.00	\$
* 42" RCP		L.F.	\$ 250.00	\$
* 48" RCP		L.F.	\$ 260.00	\$
* 54" RCP		L.F.	\$ 280.00	\$
* 60" RCP		L.F.	\$ 300.00	\$
* 66" RCP		L.F.	\$ 320.00	\$
* 78" RCP		L.F.	\$ 340.00	\$
* 24" CMP		L.F.	\$ 90.00	\$
* 60" CMP		L.F.	\$ 320.00	\$
CATCH BASIN/CURB INLET:				
W=7		EA	\$ 4,000.00	\$
W=10		EA	\$ 4,500.00	\$
W=14		EA	\$ 6,000.00	\$
W=21		EA	\$ 11,000.00	\$
W=28		EA	\$ 14,000.00	\$
JUNCTION STRUCTURE		EA	\$ 3,200.00	\$
TRAFFIC TYPE JUNCTION STRUCTURE		EA	\$ 2,800.00	\$
DISCHARGE STRUCTURE		EA	\$ 2,800.00	\$
MANHOLES		EA	\$ 2,500.00	\$
LOCAL DEPRESSION		EA	\$ 1,250.00	\$
GRATE INLET STRUCTURE		EA	\$ 2,100.00	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
STORM DRAIN IMPROVEMENT SUBTOTAL				\$

* REINFORCED CONCRETE PIPE

* CORRUGATED METAL PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	\$ 4,500.00	\$
MANHOLES 48" DIAMETER		EA	\$ 4,000.00	\$
DROP MAN HOLES		EA	\$ 4,500.00	\$
WYES		EA	\$ 100.00	\$
CLEANOUTS		EA	\$ 600.00	\$
REMODELING OF EXISTING MANHOLE		EA	\$ 950.00	\$
** 4" VCP		L.F.	\$ 50.00	\$
** 6" VCP		L.F.	\$ 60.00	\$
** 8" VCP		L.F.	\$ 70.00	\$
** 10" VCP		L.F.	\$ 80.00	\$
** 12" VCP		L.F.	\$ 90.00	\$
** 15" VCP		L.F.	\$ 100.00	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
SANITARY SEWER IMPROVEMENT SUBTOTAL				\$

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	\$ 75,000.00	\$
TWO CORNERS		L.S.	\$ 100,000.00	\$
TRAFFIC SIGNAL NEW		L.S.	\$ 400,000.00	\$
PAINT TRAFFIC STRIPE (1 COAT)		L.F.	\$ 2.40	\$
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	\$ 0.65	\$
PEDESTRIAN CROSSWALK STRIPING		L.F.	\$ 0.65	\$
PAVEMENT MARKER (NON REFLECTIVE)		EA	\$ 2.50	\$
PAVEMENT MARKER (REFLECTIVE)		EA	\$ 4.00	\$
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS		EA	\$ 250.00	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				\$

C.F.D. LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
AREA LANDSCAPED		S.F.	\$ 12.00	\$
CENTER MEDIAN		S.F.	\$ 12.00	\$
LANDSCAPING IMPROVEMENTS SUBTOTAL				\$

SUBTOTALS:

STREET IMPROVEMENTS SUBTOTAL	\$ 321,835
STORM DRAIN IMPROVEMENTS SUBTOTAL	\$
SANITARY SEWER IMPROVEMENTS SUBTOTAL	\$ 14,520
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	\$ 11,943
IMI IMPROVEMENT SUBTOTAL	\$ 348,298

* USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*

C.F.D. LANDSCAPE IMPROVEMENTS	\$ 57,780
STREET LIGHTS <u>9</u> @ \$5,000.00	\$ 45,000
CUCAMONGA COUNTY WATER DISTRICT FACILITIES	\$
IMPROVEMENT SUBTOTAL	\$ 451,078
ADD 35%	\$ 157,878
BONDING TOTAL	\$ 608,956

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMPROVEMENT DRAWING NO. 6503, 6452-R1, 6526-R1 _____

STREET LIGHT DRAWING NO. 6503 LT, 6526LT-R1 _____

SEWER IMPROVEMENT DRAWING NO. 6139-R1 _____

STORM DRAIN IMPROVEMENT DRAWING NO. _____

TRAFFIC SIGNAL DRAWING NO. _____

SIGNING & STRIPING DRAWING NO. _____

INTERCONNECT DRAWING NO. _____

C.F.D. LANDSCAPE DRAWING NO. _____

**CITY OF FONTANA
DEPARTMENT OF ENGINEERING
COST ESTIMATE - EXHIBIT "A"**

DATE 3/19/26
DEVELOPER KB Home
ENGINEER KWC Engineers
PHONE NO. 951-847-6750

PROJECT NAME Ventana PA3
TRACT / PARCEL MAP NO. TRACT 20782
ADDRESS CITRUS AVE
Fontana, CA 92336

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	\$ 17.00	\$
8" CURB & GUTTER	810	L.F.	\$ 19.00	\$ 15,390
8" THICK CROSS GUTTER		S.F.	\$ 11.00	\$
4" SIDEWALK	5,400	S.F.	\$ 7.00	\$ 37,800
ACCESS RAMP		EA	\$ 5,000.00	\$
DRIVE WAY APPROACHES	192	S.F.	\$ 11.00	\$ 2,112
ASPHALT CONCRETE DIKES		L.F.	\$ 11.00	\$
FOG SEAL		S.F.	\$ 0.10	\$
IMPORTED EMBANKMENT		C.Y.	\$ 10.00	\$
PREPARATION OF SUBGRADE	15,920	S.F.	\$ 0.50	\$ 7,960
* A.C.	647	TON	\$ 150.00	\$ 97,050
* A.C. OVERLAY (2" THICKNESS) PER CITY STANDARD	180	TON	\$ 150.00	\$ 27,000
* PCC CURB ONLY (MEDIAN)	610	L.F.	\$ 16.00	\$ 9,760
ADJUST SEWER MANHOLE TO GRADE		EA	\$ 500.00	\$
ADJUST SEWER CLEAN OUT TO GRADE		EA	\$ 300.00	\$
ADJUST WATER VALVES TO GRADE		EA	\$ 250.00	\$
BARRICADES		L.F.	\$ 40.00	\$
2 X 4 REDWOOD HEADER		L.F.	\$ 5.00	\$
* REMOVAL OF A.C. PAVEMENT	2,820	S.F.	\$ 0.66	\$ 1,861
** REMOVAL OF P.C.C. CURB	14	L.F.	\$ 6.00	\$ 84
* REMOVAL OF A.C. BERM		L.F.	\$ 5.00	\$
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	\$ 40.00	\$
BLOCK WALL H=6 FT.		L.F.	\$ 50.00	\$
AGGREGATE BASE		TON	\$ 30.00	\$
GUARD POSTS		EA	\$ 70.00	\$
GUARD PANEL (WOOD)		L.F.	\$ 40.00	\$
SAWCUT	1,410	L.F.	\$ 3.50	\$ 4,935
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS		EA	\$ 250.00	\$
BUS TURNOUT - Citrus	1100	SF	\$ 11.00	\$ 12,100
		L.F.	\$	\$
		EA	\$	\$
		SF	\$	\$
		EA	\$	\$

STREET IMPROVEMENT SUBTOTAL \$ 216,052

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT
Rev. 2/5/24 NQ/RG

STORM DRAIN IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP		L.F.	\$ 90.00	\$
* 24" RCP		L.F.	\$ 110.00	\$
* 30" RCP		L.F.	\$ 250.00	\$
* 36" RCP		L.F.	\$ 250.00	\$
* 42" RCP		L.F.	\$ 250.00	\$
* 48" RCP		L.F.	\$ 260.00	\$
* 54" RCP		L.F.	\$ 280.00	\$
* 60" RCP		L.F.	\$ 300.00	\$
* 66" RCP		L.F.	\$ 320.00	\$
* 78" RCP		L.F.	\$ 340.00	\$
* 24" CMP		L.F.	\$ 90.00	\$
* 60" CMP		L.F.	\$ 320.00	\$
CATCH BASIN/CURB INLET:				
W=7		EA	\$ 4,000.00	\$
W=10		EA	\$ 4,500.00	\$
W=14		EA	\$ 6,000.00	\$
W=21		EA	\$ 11,000.00	\$
W=28		EA	\$ 14,000.00	\$
JUNCTION STRUCTURE		EA	\$ 3,200.00	\$
TRAFFIC TYPE JUNCTION STRUCTURE		EA	\$ 2,800.00	\$
DISCHARGE STRUCTURE		EA	\$ 2,800.00	\$
MANHOLES		EA	\$ 2,500.00	\$
LOCAL DEPRESSION		EA	\$ 1,250.00	\$
GRATE INLET STRUCTURE		EA	\$ 2,100.00	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
STORM DRAIN IMPROVEMENT SUBTOTAL				\$

* REINFORCED CONCRETE PIPE

* CORRUGATED METAL PIPE

SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	\$ 4,500.00	\$
MANHOLES 48" DIAMETER		EA	\$ 4,000.00	\$
DROP MAN HOLES		EA	\$ 4,500.00	\$
WYES		EA	\$ 100.00	\$
CLEANOUTS		EA	\$ 600.00	\$
REMODELING OF EXISTING MANHOLE		EA	\$ 950.00	\$
** 4" VCP		L.F.	\$ 50.00	\$
** 6" VCP		L.F.	\$ 60.00	\$
** 8" VCP		L.F.	\$ 70.00	\$
** 10" VCP		L.F.	\$ 80.00	\$
** 12" VCP		L.F.	\$ 90.00	\$
** 15" VCP		L.F.	\$ 100.00	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
SANITARY SEWER IMPROVEMENT SUBTOTAL				\$

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	\$ 75,000.00	\$
TWO CORNERS		L.S.	\$ 100,000.00	\$
TRAFFIC SIGNAL NEW		L.S.	\$ 400,000.00	\$
PAINT TRAFFIC STRIPE (1 COAT)	1122	L.F.	\$ 2.40	\$ 2,693
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	\$ 0.65	\$
PEDESTRIAN CROSSWALK STRIPING		L.F.	\$ 0.65	\$
PAVEMENT MARKER (NON REFLECTIVE)		EA	\$ 2.50	\$
PAVEMENT MARKER (REFLECTIVE)		EA	\$ 4.00	\$
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS	5	EA	\$ 250.00	\$ 1,250
THERMOPLASTIC LEGENDS	4	EA	\$ 2,000	\$ 8,000
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				\$ 11,943

C.F.D. LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
AREA LANDSCAPED		S.F.	\$ 12.00	\$
CENTER MEDIAN		S.F.	\$ 12.00	\$
LANDSCAPING IMPROVEMENTS SUBTOTAL				\$

SUBTOTALS:

STREET IMPROVEMENTS SUBTOTAL	\$ 216,052
STORM DRAIN IMPROVEMENTS SUBTOTAL	\$
SANITARY SEWER IMPROVEMENTS SUBTOTAL	\$
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	\$ 11,943
IMF IMPROVEMENT SUBTOTAL	\$ 227,995

* USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*

C.F.D. LANDSCAPE IMPROVEMENTS	\$
STREET LIGHTS <u>4</u> @ \$5,000.00	\$ 20,000
CUCAMONGA COUNTY WATER DISTRICT FACILITIES	\$
IMPROVEMENT SUBTOTAL	\$ 247,995
ADD 35%	\$ 86,798
BONDING TOTAL	\$ 334,793

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMPROVEMENT DRAWING NO. 6503

STREET LIGHT DRAWING NO. 6503LT

SEWER IMPROVEMENT DRAWING NO. _____

STORM DRAIN IMPROVEMENT DRAWING NO. _____

TRAFFIC SIGNAL DRAWING NO. _____

SIGNING & STRIPING DRAWING NO. _____

INTERCONNECT DRAWING NO. _____

C.F.D. LANDSCAPE DRAWING NO. _____

**CITY OF FONTANA
DEPARTMENT OF ENGINEERING
COST ESTIMATE - EXHIBIT "A"**

DATE 3/20/2026
DEVELOPER KB Home
ENGINEER KWC Engineers
PHONE NO. 951-847-6750

PROJECT NAME Ventana PA3
TRACT / PARCEL MAP NO. TRACT 20782
ADDRESS 16015 Duncan Canyon Rd
Fontana, CA 92336

STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	\$ 17.00	\$
8" CURB & GUTTER		L.F.	\$ 19.00	\$
8" THICK CROSS GUTTER		S.F.	\$ 11.00	\$
4" SIDEWALK		S.F.	\$ 7.00	\$
ACCESS RAMP		EA	\$ 5,000.00	\$
DRIVE WAY APPROACHES	450	S.F.	\$ 11.00	\$ 4,950
ASPHALT CONCRETE DIKES		L.F.	\$ 11.00	\$
FOG SEAL		S.F.	\$ 0.10	\$
IMPORTED EMBANKMENT		C.Y.	\$ 10.00	\$
PREPARATION OF SUBGRADE		S.F.	\$ 0.50	\$
* A.C.		TON	\$ 150.00	\$
* A.C. OVERLAY (2" THICKNESS)				
PER CITY STANDARD		TON	\$ 150.00	\$
* PCC CURB ONLY (MEDIAN)		L.F.	\$ 16.00	\$
ADJUST SEWER MANHOLE TO GRADE		EA	\$ 500.00	\$
ADJUST SEWER CLEAN OUT TO GRADE		EA	\$ 300.00	\$
ADJUST WATER VALVES TO GRADE		EA	\$ 250.00	\$
BARRICADES		L.F.	\$ 40.00	\$
2 X 4 REDWOOD HEADER		L.F.	\$ 5.00	\$
* REMOVAL OF A.C. PAVEMENT		S.F.	\$ 0.66	\$
** REMOVAL OF P.C.C. CURB	60	L.F.	\$ 6.00	\$ 360
* REMOVAL OF A.C. BERM		L.F.	\$ 5.00	\$
RETAINING WALL H=2 1/2 FT. OR LESS		L.F.	\$ 40.00	\$
BLOCK WALL H=6 FT.		L.F.	\$ 50.00	\$
AGGREGATE BASE		TON	\$ 30.00	\$
GUARD POSTS		EA	\$ 70.00	\$
GUARD PANEL (WOOD)		L.F.	\$ 40.00	\$
SAWCUT		L.F.	\$ 3.50	\$
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS		EA	\$ 250.00	\$
		EA		\$
		EA		\$
		EA		\$
		EA		\$
		EA		\$
		EA		\$
		EA		\$
STREET IMPROVEMENT SUBTOTAL				\$ 5,310

* A.C. ASPHALTIC CONCRETE
 ** P.C.C. PORTLAND CONCRETE CEMENT
 Rev. 2/5/24 NO/RG

[illegible]

* CORRUGATED METAL PIPE

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER		EA	\$ 4,500.00	\$
MANHOLES 48" DIAMETER		EA	\$ 4,000.00	\$
DROP MAN HOLES		EA	\$ 4,500.00	\$
WYES		EA	\$ 100.00	\$
CLEANOUTS		EA	\$ 600.00	\$
REMODELING OF EXISTING MANHOLE		EA	\$ 950.00	\$
** 4" VCP		L.F.	\$ 50.00	\$
** 6" VCP		L.F.	\$ 60.00	\$
** 8" VCP		L.F.	\$ 70.00	\$
** 10" VCP		L.F.	\$ 80.00	\$
** 12" VCP		L.F.	\$ 90.00	\$
** 15" VCP		L.F.	\$ 100.00	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
SANITARY SEWER IMPROVEMENT SUBTOTAL				\$

** VITRIFIED CLAY PIPE

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	\$ 75,000.00	\$
TWO CORNERS		L.S.	\$ 100,000.00	\$
TRAFFIC SIGNAL NEW		L.S.	\$ 400,000.00	\$
PAINT TRAFFIC STRIPE (1 COAT)		L.F.	\$ 2.40	\$
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	\$ 0.65	\$
PEDESTRIAN CROSSWALK STRIPING		L.F.	\$ 0.65	\$
PAVEMENT MARKER (NON REFLECTIVE)		EA	\$ 2.50	\$
PAVEMENT MARKER (REFLECTIVE)		EA	\$ 4.00	\$
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS		EA	\$ 250.00	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				\$

C.F.D. LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
AREA LANDSCAPED		S.F.	\$ 12.00	\$
CENTER MEDIAN		S.F.	\$ 12.00	\$
LANDSCAPING IMPROVEMENTS SUBTOTAL				\$

SUBTOTALS:

STREET IMPROVEMENTS SUBTOTAL	\$ 5,310
STORM DRAIN IMPROVEMENTS SUBTOTAL	\$
SANITARY SEWER IMPROVEMENTS SUBTOTAL	\$
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	\$
IMI IMPROVEMENT SUBTOTAL	\$ 5,310

* USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*

C.F.D. LANDSCAPE IMPROVEMENTS	\$
STREET LIGHTS _____ @ \$5,000.00	\$
CUCAMONGA COUNTY WATER DISTRICT FACILITIES	\$
IMPROVEMENT SUBTOTAL	\$ 5,310
ADD 35%	\$ 1,859
BONDING TOTAL	\$ 7,169

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMPROVEMENT DRAWING NO. 6452-R1

STREET LIGHT DRAWING NO. _____

SEWER IMPROVEMENT DRAWING NO. _____

STORM DRAIN IMPROVEMENT DRAWING NO. _____

TRAFFIC SIGNAL DRAWING NO. _____

SIGNING & STRIPING DRAWING NO. _____

INTERCONNECT DRAWING NO. _____

C.F.D. LANDSCAPE DRAWING NO. _____

**CITY OF FONTANA
DEPARTMENT OF ENGINEERING
COST ESTIMATE - EXHIBIT "A"**

DATE 8/13/2026
DEVELOPER KB Home
ENGINEER KWC Engineers
PHONE NO. 951-847-6750

PROJECT NAME Ventana PA3
TRACT / PARCEL MAP NO. TRACT 20782
ADDRESS JOHN PREVITI AVE
Fontana, CA 92336

STREET IMPROVEMENTS

[illegible]

* A.C. ASPHALTIC CONCRETE
 ** P.C.C. PORTLAND CONCRETE CEMENT
 Rev. 2/5/24 NO/RG

[illegible]

* CORRUGATED METAL PIPE

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
MANHOLES 60" DIAMETER	1	EA	\$ 4,500.00	\$ 4,500
MANHOLES 48" DIAMETER	1	EA	\$ 4,000.00	\$ 4,000
DROP MAN HOLES		EA	\$ 4,500.00	\$
WYES		EA	\$ 100.00	\$
CLEANOUTS		EA	\$ 600.00	\$
REMODELING OF EXISTING MANHOLE		EA	\$ 950.00	\$
** 4" VCP		L.F.	\$ 50.00	\$
** 6" VCP		L.F.	\$ 60.00	\$
** 8" VCP	86	L.F.	\$ 70.00	\$ 6,020
** 10" VCP		L.F.	\$ 80.00	\$
** 12" VCP		L.F.	\$ 90.00	\$
** 15" VCP		L.F.	\$ 100.00	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$
		L.F.	\$	\$

SANITARY SEWER IMPROVEMENT SUBTOTAL \$ 14,520

TRAFFIC SIGNALS/SIGN/STRIPING

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	\$ 75,000.00	\$
TWO CORNERS		L.S.	\$ 100,000.00	\$
TRAFFIC SIGNAL NEW		L.S.	\$ 400,000.00	\$
PAINT TRAFFIC STRIPE (1 COAT)		L.F.	\$ 2.40	\$
PAINT TRAFFIC STRIPE (2 COATS)		L.F.	\$ 0.65	\$
PEDESTRIAN CROSSWALK STRIPING		L.F.	\$ 0.65	\$
PAVEMENT MARKER (NON REFLECTIVE)		EA	\$ 2.50	\$
PAVEMENT MARKER (REFLECTIVE)		EA	\$ 4.00	\$
REFLECTORS AND POSTS		EA	\$ 100.00	\$
STREET SIGNS		EA	\$ 250.00	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
		EA	\$	\$
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				\$

C.F.D. LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
AREA LANDSCAPED	4,815	S.F.	\$ 12.00	\$ 57,780
CENTER MEDIAN		S.F.	\$ 12.00	\$
LANDSCAPING IMPROVEMENTS SUBTOTAL				\$ 57,780

SUBTOTALS:

STREET IMPROVEMENTS SUBTOTAL	\$ 100,473
STORM DRAIN IMPROVEMENTS SUBTOTAL	\$
SANITARY SEWER IMPROVEMENTS SUBTOTAL	\$ 14,520
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	\$
IMI IMPROVEMENT SUBTOTAL	\$ 114,993

* USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*

C.F.D. LANDSCAPE IMPROVEMENTS	\$ 57,780
STREET LIGHTS <u>5</u> @ \$5,000.00	\$ 25,000
CUCAMONGA COUNTY WATER DISTRICT FACILITIES	\$
IMPROVEMENT SUBTOTAL	\$ 197,773
ADD 35%	\$ 69,221
BONDING TOTAL	\$ 266,994

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMPROVEMENT DRAWING NO. _____ 6526 - R1

STREET LIGHT DRAWING NO. _____ 6526LT - R1

SEWER IMPROVEMENT DRAWING NO. _____ 6139 - R1

STORM DRAIN IMPROVEMENT DRAWING NO. _____

TRAFFIC SIGNAL DRAWING NO. _____

SIGNING & STRIPING DRAWING NO. _____

INTERCONNECT DRAWING NO. _____

C.F.D. LANDSCAPE DRAWING NO. _____

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: 20782

Exhibit "B"

I, KB HOME CAL MANAGEMENT SERVICES, LLC

(Subdivider's name here)

am the owner of the property to which this Request is being made for of a Time Extension for

Project No. MCN25-0018

Name: CHRIS EARL

Subdivider's Signature: 

Subdivider's Address: 36310 INLAND VALLEY DRIVE

WILDOMAR, CA 92595

Date: 8/21/2026

(Attached Notary Acknowledgment)

CITY OF FONTANA

BY: _____
City Engineer

DATE: _____

Print Name

[] DENY
[] APPROVED

NEW DATE: _____

CALIFORNIA ALL-PURPOSE 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.

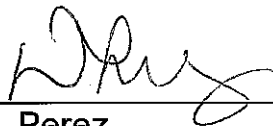
State of California

County of Riverside

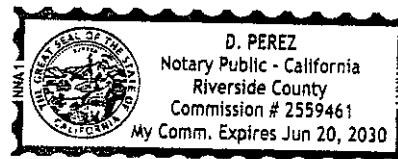
On August 25, 2026, before me, D. Perez, Notary Public, personally appeared Christopher Earl, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



D. Perez



(SEAL)

Bond No. 0279246
Premium \$ 3,654.00

**SECURITY BOND FOR FAITHFUL PERFORMANCE OF
SUBDIVISION AGREEMENT**

Tract Map No.: 20782

WHEREAS, the City Council of the City of Fontana, State of California, and, KB HOME CAL MANAGEMENT SERVICES, LLC ("Principal") have entered into an agreement dated 8/3/2026 (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and complete certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure faithful performance of the terms of the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held and firmly bound unto the City of Fontana in the sum of Six hundred eight thousand nine hundred fifty five and 00/100 Dollars (\$ 608,955.00), to assure faithful performance of all terms and conditions of the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto, are fully and well met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana in the time and manner specified in the Agreement. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City of Fontana in successfully enforcing such obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

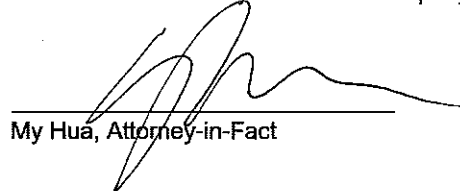
IN WITNESS WHEREOF, this instrument, for all purposes as deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 19th day of August, 2026.

PRINCIPAL KB Home Cal Management Services LLC

A handwritten signature in black ink, consisting of a vertical line followed by a horizontal line that tapers to the right.

(NOTARIZATION AND SEAL)

SURETY Berkley Insurance Company

A handwritten signature in black ink, featuring a large, stylized 'B' followed by a horizontal line.

My Hua, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary Acknowledgement and Power of Attorney.

CALIFORNIA ALL-PURPOSE 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

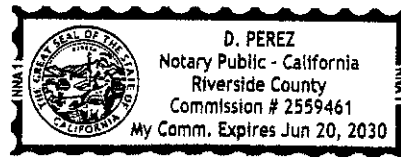
County of Riverside

On August 25, 2026, before me, D. Perez, Notary Public, personally appeared Scott Hansen, 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.


D. Perez



(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)

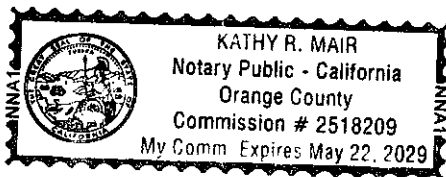
County of Orange)

On AUG 19 2026 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

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

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



WITNESS my hand and official seal.

Kathy R. Mair
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Kathy R. Mair; Mechelle Larkin; My Hua; or Marie Claire Trinidad of Marsh USA LLC of Irvine, CA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:

By Philip S. Welt
 Philip S. Welt
 Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
 Jeffrey M. Hafter
 Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
 NOTARY PUBLIC
 CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundracken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this day of AUG 19 2026



Vincent P. Forte
 Vincent P. Forte

Bond No. 0279246

Premium \$ Included in Performance Bond

**SECURITY BOND FOR LABOR AND MATERIALS OF
SUBDIVISION AGREEMENT**

Tract Map No.: 20782

WHEREAS, the City Council of the City of Fontana, State of California, and KB HOME CAL MANAGEMENT SERVICES, LLC ("Principal") have entered into an agreement dated 8/3/2026, (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to construct, install and completed certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file before commencing work a good and sufficient payment bond with the City of Fontana to secure the claims allowed in California Civil Code Sections 3082 et seq.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the above referenced sections of the Code of Civil Procedure in the sum of Six hundred eight thousand nine hundred fifty five and 00/100 Dollars (\$ 608,955.00) materials furnished or labor performed of any kind under the Agreement, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the sum in an amount not exceeding this amount herein set forth above, and in the event legal action is brought upon this bond, the surety will pay, in addition to the face amount of this bond, such costs and reasonable expenses and fees, including reasonable attorney's fees, incurred in successfully enforcing this obligation, as may be awarded and fixed by a court of competent jurisdiction in any judgement entered.

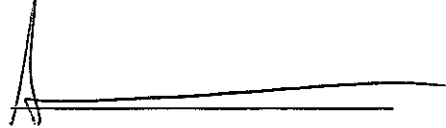
It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of all persons, companies, and corporations entitled to file claims pursuant to Section 3082 et sec. of the California Civil Code.

This bond shall be and remain in full force and effect until all terms and conditions of the Agreement are fully met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Fontana. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

The surety hereby stipulates and agrees that no change, extension of time, alteration to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

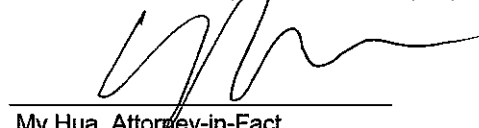
IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 19th day of August, 2026.

PRINCIPAL KB Home Cal Management Services LLC

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, positioned above a horizontal line.

(NOTARIZATION AND SEAL)

SURETY Berkley Insurance Company

A handwritten signature in black ink, appearing to be a stylized 'B' or similar character, positioned above a horizontal line.

My Hua, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

CALIFORNIA ALL-PURPOSE 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 }

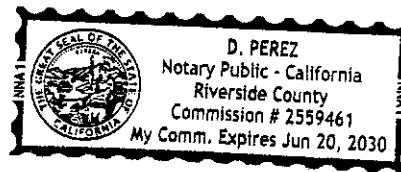
On August 25, 2026, before me, D. Perez, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.



D. Perez



(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)

County of Orange)

On AUG 19 2026 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

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

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



WITNESS my hand and official seal.

Kathy R. Mair
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kathy R. Mair; Mechelle Larkin; My Hua; or Marie Claire Trinidad of Marsh USA LLC of Irvine, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:

By Philip S. Welt
 Philip S. Welt
 Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
 Jeffrey M. Hafter
 Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
 NOTARY PUBLIC
 CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundbaken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Witness my hand and seal of the Company, this _____ day of _____, 2024.



AUG 19 2026

Vincent P. Forte
 Vincent P. Forte

Bond No. 0279246-M

Premium \$ Included in Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: 20782

WHEREAS, The City Council of the City of Fontana, State of California, and, KB HOME CAL MANAGEMENT SERVICES, LLC ("Principal") have entered into an agreement dated 8/3/2026 (the "Agreement") which is incorporated herein by referenced, in which Principal has agreed to warrant and guarantee the installation and maintenance of certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to **file before acceptance of improvements** by the City of Fontana a good and sufficient payment bond with the City of Fontana to secure the performance of its warranty and guarantee obligation under the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Fontana in the sum of One hundred twenty one thousand seven hundred ninety one and 00/100 Dollars (\$ 121,791.00) to secure the warranty and guarantee of Principal against any defective work or labor or material furnished in connection with the installation and maintenance of the public improvements required by the Agreement.

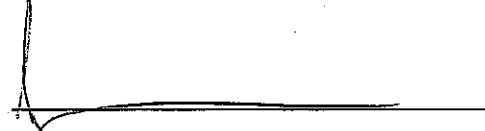
This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Fontana, its officers, agents and employees until all warranty or guarantee time periods required under the Agreement following performance of all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto have expired as to the Principal, his or its heirs, executors, administrators, successors or assigns. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As a part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees incurred by the City of Fontana in successfully enforcing this obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

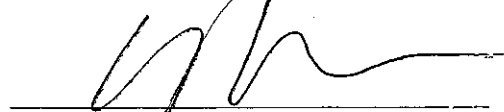
IN WITNESS WHEREOF, this instrument, for all purposes be deemed an original, having been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 19th day of August, 2026.

PRINCIPAL KB Home Cal Management Services LLC

A handwritten signature in black ink, appearing to be a stylized 'K' or similar, written over a horizontal line.

(NOTARIZATION AND SEAL)

SURETY Berkley Insurance Company

A handwritten signature in black ink, appearing to be 'My Hua', written over a horizontal line.

My Hua, Attorney-in-Fact

(NOTARIZATION AND SEAL)

NOTE: Please Attached Notary
Acknowledgement and
Power of Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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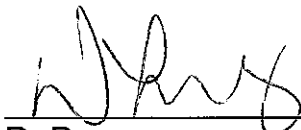
State of California }

County of Riverside }

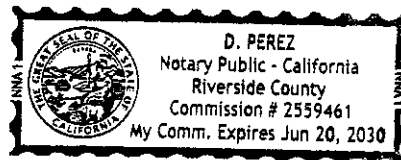
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WITNESS my hand and official seal.



D. Perez



(SEAL)

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State of California)

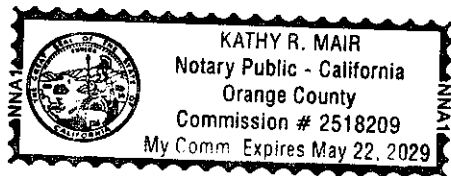
County of Orange)

On AUG 19 2026 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

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Kathy R. Mair
Signature of Notary Public

Place Notary Seal Above

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

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☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
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☐ Other: _____

Signer is Representing: _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

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This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

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RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

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RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

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Attest:

By Philip S. Welt
 Philip S. Welt
 Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafler
 Jeffrey M. Hafler
 Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

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MARIA C. RUNDBAKEN
 NOTARY PUBLIC
 CONNECTICUT

MY COMMISSION EXPIRES 04-30-2020

Maria C. Rundbaken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____

AUG 19 2026



Vincent P. Forte
 Vincent P. Forte