SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: Arboretum Offsite Improvements at Gardens Village
(Cypress Avenue, Duncan Canyon Road, and Sierra Avenue)

(Date of Subdivision Map Recordation: April 6, 2022)

THIS AGREEMENT is between the City of Fontana, a municipal corporation, County of San Bernardino, State of California ("City") and North Fontana Investment Company, LLC, ("Subdivider"):

WHEREAS, the application for Tentative Tract Map No. 20362, was conditionally approved on June 22, 2021; 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 Million Seven Hundred Seventy-Nine Thousand Seven Hundred Thirty-Eight Dollars ($6,779,738.00) 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 to, 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 if 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 of 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, three (3) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Subdivider herein named on the _____day of _____, 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

SUBDIVIDER

North Fontana Investment Company, LLC,
a Delaware limited liability company

By:_____
Bryan T. Goodman
Authorized Agent

(Attached Notary Acknowledgement)

CITY OF FONTANA

By:_____
CITY MANAGER

Attest:_____
CITY CLERK

APPROVED AS TO CONTENT:

By:_____
CITY ENGINEER

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

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 August 17, 2021 before me, Cree Criner, Notary Public
(insert name and title of the officer)

personally appeared Bryan T. Goodman,
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.

CREE CRINER
Notary Public · California
San Bernardino County
Commission # 2336308
My Comm. Expires Oct 23, 2024

Signature _____ **(Seal)**

Exhibit "A"

SUBDIVISION IMPROVEMENT AGREEMENT

INSERT ENGINEER'S

COST ESTIMATE

IN THIS SPOT

Revised – RG – 10/31/16

SUBDIVISON IMPROVEMENT AGREEMENT

Tract Map No.: Arboretum Offsite Improvements
(Cypress Avenue, Duncan Canyon Road, and Sierra Avenue)

Exhibit "B"

I, North Fontana Investment Company, LLC am the owner of the property to which this Request is being made for of a **Time Extension for Project No. Arboretum Offsite Improvements at Gardens Village.**

Print Name: Bryan T. Goodman

Subdivider's Signature: _____

Subdivider's Address: 1156 N. Mountain Avenue, P.O. Box 670

Upland, CA 91785-0670

Date: _____

(Attached Notary Acknowledgment)

CITY OF FONTANA

BY:_____ DATE:_____

CITY ENGINEER

[ ] DENY

[ ] APPROVED

NEW DATE: _____

Revised – RG – 10/31/16

SUBDIVISION IMPROVEMENT AGREEMENT

Tract Map No.: Arboretum Offsite Improvements at Gardens Village
(Cypress Avenue, Duncan Canyon Road, and Sierra Avenue)

(Date of Subdivision Map Recordation:_____)

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WHEREAS, the application for Tentative Tract Map No. 20362, was conditionally approved on June 22, 2021; 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;

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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.

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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.

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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.

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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.

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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 to, 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.

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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 if 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 of 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, three (3) identical counterparts of this agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Subdivider herein named on the _____day of _____, 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

SUBDIVIDER

North Fontana Investment Company, LLC,
a Delaware limited liability company

By:_____
Bryan T. Goodman
Authorized Agent

(Attached Notary Acknowledgement)

CITY OF FONTANA

By:_____
CITY MANAGER

Attest:_____
CITY CLERK

APPROVED AS TO CONTENT:

By:_____
CITY ENGINEER

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

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 August 17, 2021 before me, Cree Criner, Notary Public
(insert name and title of the officer)

personally appeared Bryan T. Goodman,
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.

CREE CRINER
Notary Public - California
San Bernardino County
Commission # 2336308
My Comm. Expires Oct 23, 2024

Signature _____ **(Seal)**

Exhibit "A"

SUBDIVISION IMPROVEMENT AGREEMENT

INSERT ENGINEER'S

COST ESTIMATE

IN THIS SPOT

APPROVED
Engineering
By:rgaray
08/13/2021

STAFF USE ONLY
ENGINEERING PC NO.

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

DATE: 07-27-2021
DEVELOPER NORTH FONTANA INVEST
ENGINEER K&A ENGINEERING
PHONE NO. 951-279-1800

PROJECT NAME DUNCAN CANYON ROAD
TRACT MAP NO. TM 20362
PARCEL MAP NO. NA

STREET IMPROVEMENTS (ELPC21-000010)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	17.00	
8" CURB & GUTTER	2,472	L.F.	19.00	46,968
8" THICK CROSS GUTTER		S.F.	11.00	
4" SIDEWALK	20,603	S.F.	5.00	103,015
ACCESS RAMP	2	EA	2500.00	5,000
DRIVE WAY APPROACHES		S.F.	11.00	
ASPHALT CONCRETE DIKES		L.F.	11.00	
FOG SEAL		S.F.	.10	
IMPORTED EMBANKMENT		C.Y.	10.00	
PREPARATION OF SUBGRADE	92,482	S.F.	.50	46,241
*A.C.	3,632	TON	90.00	326,880
*A.C.OVERLAY(1"MI.THICKNESS)	626	S.F.	.80	500.80
**PCC CURB ONLY (MEDIAN)		L.F.	16.00	
ADJUST S.D. MANHOLE TO GRADE	2	EA	500.00	1,000
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	
ADJUST WATER VALVES TO GRADE	12	EA	250.00	3,000
BARRICADES	53	L.F.	40.00	2,120
2 X 4 REDWOOD HEADER		L.F.	5.00	
*REMOVAL OF A.C. PAVEMENT		S.F.	.66	
**REMOVAL OF P.C.C. CURB		L.F.	6.00	
*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 FEET		L.F.	50.00	
AGGREGATE BASE		TON	30.00	
GUARD POSTS		EA	70.00	
GUARD PANEL (WOOD)		L.F.	40.00	
SAWCUT	104	L.F.	3.50	364
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS		EA	250.00	
DRAINAGE DITCH	2,580	LF	0.50	1,290
		EA		
		EA		
		EA		

STREET IMPROVEMENT SUBTOTAL 536,378.80

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT
Revised 12/1/2016 - GM/RG

STORM DRAIN IMPROVEMENTS (ELPC21-000010)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP	240	L.F.	90.00	21,600
* 24" RCP	25	L.F.	110.00	2,750
* 30" RCP		L.F.	200.00	
* 36" RCP		L.F.	220.00	
* 42″ RCP		L.F.	240.00	
* 48" RCP		L.F.	260.00	
* 54" RCP		L.F.	280.00	
* 60" RCP		L.F.	300.00	
* 66″ RCP	107	L.F.	320.00	34,240
* 78″ RCP	695	L.F.	340.00	236,300
6" CONC. EMERGENCY SPILLWAY	4,466	S.F.	8.50	37,961
CMB (CRUSHED MISC. BASE)	70,400	S.F.	3.00	211,200
CATCH BASIN/CURB INLET:				
W=7	1	EA	4,000.00	4,000
W=10	1	EA	4,500.00	4,500
W=14	1	EA	6,000.00	6,000
W=21 DRAINAGE STRUCTURES	1	EA	11,000.00	11,000
CHAINLINK FENCE	6,375	L.F.	10.00	63,750
JUNCTION STRUCTURE	3	EA	3,200.00	9,600
TRAFFIC TYPE JUNCTION			1,000.00	
CONC. COLLAR	3	EA	1,000.00	3,000
DISCHARGE STRUCTURE	2	EA	2,800.00	5,600
MANHOLES	3	EA	2,500.00	7,500
LOCAL DEPRESSION	3	EA	1,250.00	3,750
GRATE INLET STRUCTURE	2	EA	2,100.00	4,200
18" HDPE	365	EA	22.50	8,212.5
24" HDPE	355	EA	25.00	8,875
78" CMP	210	EA	320	67,200
RIPRAP	49 CY		40.00	1,960
		STORM DRAIN IMPROVEMENT SUBTOTAL		753,198.50

* REINFORCE CONCRETE PIPE

SANITARY SEWER IMPROVEMENTS

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.		
		SANITARY SEWER IMPROVEMENT SUBTOTAL		-

** VITRIFIED CLAY PIPE

Revised 12/1/2016 - GM/RG

TRAFFIC SIGNALS/SIGN/STRIPING (TPC21-000008)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	50K	
TWO CORNERS		L.S.	100K	
TRAFFIC SIGNAL NEW		L.S.	250K	
PAINT TRAFFIC STRIPE (1 COAT)	7,141	L.F.	2.40	17,138.40
PAINT TRAFFIC STRIPE(2 COATS)		L.F.	.65	
PEDESTRIAN CROSSWALK STRIPING		L.F.	.65	
PAVEMENT MARKER (NON REFLECTIVE)		EA	2.50	
PAVEMENT MARKER (REFLECTIVE)		EA	4.00	
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS	18	EA	250.00	4,500
PVMT MARKINGS	16	EA	75.00	1,200
SANDBLAST EX. STRIPE	615	LF	.25	153.75
TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL				22,992.15

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED	27,305	S.F.	$12.00	327,660
CENTER MEDIAN		S.F.	$12.00	
LANDSCAPING IMPROVEMENTS SUBTOTAL				327,660

SUBTOTALS:

STREET IMPROVEMENT SUBTOTAL..... 536,378,80

STORM DRAIN IMPROVEMENTS SUBTOTAL..... 753,198.50

SANITARY SEWER IMPROVEMENTS SUBTOTAL..... -

TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL..... 22,992.15

IMPROVEMENT SUBTOTAL 1,312,569.45

*(*USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*)*

CFD LANDSCAPE IMPROVEMENTS 327,660

SUBDIVISION MONUMENT GUARANTEE $1,200 + $50/LOT ... 1,200

STREET LIGHTS 10 **@ $5,000** 50,000

CUCAMONGA COUNTY WATER DISTRICT FACILITIES..... -

IMPROVEMENT SUBTOTAL.... 1,691,429.45

ADD 35%..... 592,000.91

BONDING TOTAL..... 2,283,429.76

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO. _____

STREET LIGHT DWG. NO. _____

SEWER IMP. DWG. NO. _____

STORM DRAIN IMP. DWG. NO. _____

TRAFFIC SIGNAL DWG. NO. _____

SIGNING & STRIPING DWG. NO. _____

APPROVED
Engineering
By:rgaray
08/13/2021

APPROVED
Engineering
By:rgaray
08/13/2021

STAFF USE ONLY
ENGINEERING PC NO.

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

DATE: 07-27-2021
DEVELOPER NORTH FONTANA INVEST
ENGINEER K&A ENGINEERING
PHONE NO. 951-279-1800

PROJECT NAME SIERRA AVE - THE GARDE
TRACT MAP NO. TM 20362
PARCEL MAP NO. NA

STREET IMPROVEMENTS (ELPC21-000016)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	17.00	
8" CURB & GUTTER	2,396	L.F.	19.00	45,524
8" THICK CROSS GUTTER	1,480	S.F.	11.00	16,280
4" SIDEWALK	16,900	S.F.	5.00	85,500
ACCESS RAMP	3	EA	2500.00	7,500
DRIVE WAY APPROACHES		S.F.	11.00	
ASPHALT CONCRETE DIKES		L.F.	11.00	
FOG SEAL		S.F.	.10	
IMPORTED EMBANKMENT		C.Y.	10.00	
PREPARATION OF SUBGRADE	127,790	S.F.	.50	63,895
*A.C.	5,019	TON	90.00	451,710
*A.C.OVERLAY(1"MI.THICKNESS)	20,797	S.F.	.80	16,637.60
**PCC CURB ONLY (MEDIAN)		L.F.	16.00	
ADJUST SEWER MANHOLE TO GRADE	7	EA	500.00	3,500
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	
ADJUST WATER VALVES TO GRADE	5	EA	250.00	1,250
BARRICADES	105	L.F.	40.00	4,200
2 X 4 REDWOOD HEADER		L.F.	5.00	
*REMOVAL OF A.C. PAVEMENT	24,257	S.F.	.66	16,009.62
**REMOVAL OF P.C.C. CURB		L.F.	6.00	
*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 FEET		L.F.	50.00	
AGGREGATE BASE		TON	30.00	
GUARD POSTS		EA	70.00	
GUARD PANEL (WOOD)		L.F.	40.00	
SAWCUT	3,461	L.F.	3.50	12,113.50
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS		EA	250.00	
6" THICK PCC BUS BAY	1,335	EA	10	13,350
TEMP. 4" AC	204	TONS	55.00	11,220
		EA		
		EA		

STREET IMPROVEMENT SUBTOTAL 748,689.70

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT
Revised 12/1/2016 - GM/RG

STORM DRAIN IMPROVEMENTS (ELPC21-000016)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP	105	L.F.	90.00	9,450
* 24" RCP	515	L.F.	110.00	56,650
* 30" RCP	65	L.F.	200.00	13,000
* 36" RCP	70	L.F.	220.00	15,400
* 42″ RCP	570	L.F.	240.00	136,800
* 48" RCP		L.F.	260.00	
* 54" RCP	100	L.F.	280.00	28,000
* 60" RCP	8	L.F.	300.00	2,400
* 66″ RCP	545	L.F.	320.00	174,400
4" - 6" PVC REDUCER	2	E.A.	10.00	20
6" PVC SD '	20	L.F.	10.00	200
MAXWELLS W/ PS CHAMBER	3	E.A.	30.000.00	90,000
CATCH BASIN/CURB INLET:				
W=7		EA	4,000.00	
W=10		EA	4,500.00	
W=14	1	EA	6,000.00	6,000
W=21	1	EA	11,000.00	11,000
W=28		EA	14,000.00	
JUNCTION STRUCTURE	9	EA	3,200.00	28,800
TRAFFIC TYPE JUNCTION STRUCTURE		EA	2,800.00	
DISCHARGE STRUCTURE		EA	2,800.00	
MANHOLES	7	EA	2,500.00	17,500
LOCAL DEPRESSION	2	EA	1,250.00	2,500
GRATE INLET STRUCTURE		EA	2,100.00	
CONC. COLLAR	1	EA	1,000.00	1,000
BRICK & MORTAR PLUG	6	EA	1,000.00	6,000
8'x4' RCB	25	EA	360	9,000
		STORM DRAIN IMPROVEMENT SUBTOTAL		608,120

* REINFORCE CONCRETE PIPE

SANITARY SEWER IMPROVEMENTS

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.		
		SANITARY SEWER IMPROVEMENT SUBTOTAL		-

** VITRIFIED CLAY PIPE

Revised 12/1/2016 - GM/RG

TRAFFIC SIGNALS/SIGN/STRIPING (TPC21-000012)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	50K	
TWO CORNERS		L.S.	100K	
TRAFFIC SIGNAL NEW		L.S.	250K	
PAINT TRAFFIC STRIPE (1 COAT)	17,720	L.F.	2.40	42,528
PAINT TRAFFIC STRIPE(2 COATS)		L.F.	.65	
PEDESTRIAN CROSSWALK STRIPING		L.F.	.65	
PAVEMENT MARKER (NON REFLECTIVE)		EA	2.50	
PAVEMENT MARKER (REFLECTIVE)		EA	4.00	
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS	21	EA	250.00	5,250
PVMT MARKINGS	19	EA	75.00	1,425
REMOVAL OF S&S	1	EA	1,000	1,000
			TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	50,203

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED	22,162	S.F.	$12.00	265,944
CENTER MEDIAN		S.F.	$12.00	
			LANDSCAPING IMPROVEMENTS SUBTOTAL	265,944

SUBTOTALS:

STREET IMPROVEMENT SUBTOTAL..... 748,689.70

STORM DRAIN IMPROVEMENTS SUBTOTAL..... 608,120

SANITARY SEWER IMPROVEMENTS SUBTOTAL..... -

TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL..... 50,203

IMPROVEMENT SUBTOTAL 1,407,013

*(*USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*)*

CFD LANDSCAPE IMPROVEMENTS 265,944

SUBDIVISION MONUMENT GUARANTEE $1,200 + $50/LOT ... -

STREET LIGHTS 12 **@ $5,000** 60,000

CUCAMONGA COUNTY WATER DISTRICT FACILITIES..... -

IMPROVEMENT SUBTOTAL.... 1,732,957

ADD 35%..... 606,534.95

BONDING TOTAL..... 2,339,491.95

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO. _____

STREET LIGHT DWG. NO. _____

SEWER IMP. DWG. NO. _____

STORM DRAIN IMP. DWG. NO. _____

TRAFFIC SIGNAL DWG. NO. _____

SIGNING & STRIPING DWG. NO. _____

APPROVED
Engineering
By:rgaray
08/13/2021

APPROVED
Engineering
By:rgaray
08/13/2021

STAFF USE ONLY
ENGINEERING PC NO.

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

DATE: 07-23-2021
DEVELOPER NORTH FONTANA INVEST
ENGINEER K&A ENGINEERING
PHONE NO. 951-279-1800

PROJECT NAME CYPRESS AVE
TRACT MAP NO. TM 20362
PARCEL MAP NO. NA

STREET IMPROVEMENTS (PER ELPC21-000013)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" CURB & GUTTER		L.F.	17.00	
8" CURB & GUTTER	1,934	L.F.	19.00	36,746
8" THICK CROSS GUTTER	1,538	S.F.	11.00	16,918
4" SIDEWALK	17,649	S.F.	5.00	88,245
ACCESS RAMP	3	EA	2500.00	7,500
DRIVE WAY APPROACHES		S.F.	11.00	
ASPHALT CONCRETE DIKES		L.F.	11.00	
FOG SEAL		S.F.	.10	
IMPORTED EMBANKMENT		C.Y.	10.00	
PREPARATION OF SUBGRADE	76,495	S.F.	.50	38,247.50
*A.C.	3,004	TON	90.00	270,360
*A.C.OVERLAY(1"MI.THICKNESS)	21,703	S.F.	.80	17,362.40
**PCC CURB ONLY (MEDIAN)		L.F.	16.00	
ADJUST SEWER MANHOLE TO GRADE	10	EA	500.00	5,000
ADJUST SEWER CLEAN OUT TO GRADE		EA	300.00	
ADJUST WATER VALVES TO GRADE	14	EA	250.00	3,500
BARRICADES	125	L.F.	40.00	5,000
2 X 4 REDWOOD HEADER		L.F.	5.00	
*REMOVAL OF A.C. PAVEMENT	2,830	S.F.	.66	1,867.80
**REMOVAL OF P.C.C. CURB		L.F.	6.00	
*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 FEET		L.F.	50.00	
AGGREGATE BASE		TON	30.00	
GUARD POSTS	10	EA	70.00	700
GUARD PANEL (WOOD)		L.F.	40.00	
SAWCUT	2,005	L.F.	3.50	7,017.50
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS		EA	250.00	
		EA		
		EA		
		EA		
		EA		

STREET IMPROVEMENT SUBTOTAL 498,464.20

* A.C. ASPHALTIC CONCRETE
** P.C.C. PORTLAND CONCRETE CEMENT
Revised 12/1/2016 - GM/RG

STORM DRAIN IMPROVEMENTS (PER ELPC21-000013)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
* 18" RCP	135	L.F.	90.00	12,150
* 24" RCP	160	L.F.	110.00	17,600
* 30" RCP		L.F.	200.00	
* 36" RCP	540	L.F.	220.00	118,800
* 42″ RCP	350	L.F.	240.00	84,000
* 48" RCP	575	L.F.	260.00	149,500
* 54" RCP		L.F.	280.00	
* 60" RCP	50	L.F.	300.00	15,000
* 66″ RCP		L.F.	320.00	
* 78″ RCP		L.F.	340.00	
* 24" HDPE	25	L.F.	25.00	625
* 36" HDPE	80	L.F.	30.00	2,400
CATCH BASIN/CURB INLET:				
W=7		EA	4,000.00	
W=10		EA	4,500.00	
W=14	1	EA	6,000.00	6,000
W=21	2	EA	11,000.00	22,000
W=28		EA	14,000.00	
JUNCTION STRUCTURE	7	EA	3,200.00	22,400
TRAFFIC TYPE JUNCTION STRUCTURE		EA	2,800.00	
DISCHARGE STRUCTURE		EA	2,800.00	
MANHOLES	3	EA	2,500.00	7,500
LOCAL DEPRESSION	3	EA	1,250.00	3,750
36" INLET STRUCTURE	3	EA	2,100.00	6,300
CONC. COLLAR	4	EA	1,000.00	4,000
BRICK & MORTAR PLUG	4	EA	1,000.00	4,000
BIFURCATION STRUCTURE	1	EA	2,800.00	2,800
		STORM DRAIN IMPROVEMENT SUBTOTAL		478,825

* REINFORCE CONCRETE PIPE

SANITARY SEWER IMPROVEMENTS (PER ELPC21-000031)

MANHOLES 60" DIAMETER	1	EA	4,500.00	4,500
MANHOLES 48" DIAMETER	1	EA	4,000.00	4,000
DROP MAN HOLES	1	EA	4,500.00	4,500
WYES		EA	100.00	
CLEANOUTS	2	EA	600.00	1,200
REMODELING OF EXISTING MANHOLE		EA	950.00	
** 4" VCP		L.F.	50.00	
** 6" VCP		L.F.	60.00	
** 8" VCP	135	L.F.	70.00	9,450
** 10" VCP		L.F.	80.00	
** 12" VCP		L.F.	90.00	
** 15" VCP	65	L.F.	100.00	6,500
15" VCP Plug	1	L.F.	100	100
		L.F.		
		SANITARY SEWER IMPROVEMENT SUBTOTAL		30,250

** VITRIFIED CLAY PIPE

Revised 12/1/2016 - GM/RG

TRAFFIC SIGNALS/SIGN/STRIPING (PER ELPC21-000013)

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TRAFFIC SIGNAL MODIFICATION:				
ONE CORNER		L.S.	50K	
TWO CORNERS		L.S.	100K	
TRAFFIC SIGNAL NEW	1	L.S.	250K	250,000
PAINT TRAFFIC STRIPE (1 COAT)	11,075	L.F.	2.40	26,580
PAINT TRAFFIC STRIPE(2 COATS)		L.F.	.65	
PEDESTRIAN CROSSWALK STRIPING		L.F.	.65	
PAVEMENT MARKER (NON REFLECTIVE)		EA	2.50	
PAVEMENT MARKER (REFLECTIVE)		EA	4.00	
REFLECTORS AND POSTS		EA	100.00	
STREET SIGNS	22	EA	250.00	5,500
PVMT MARKINGS	22	EA	75.00	1,650
REMOVAL OF S&S	1	EA	1,000	1,000
			TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL	284,730

CFD LANDSCAPE IMPROVEMENTS (BONDING PURPOSES ONLY)

AREA LANDSCAPED	23,681	S.F.	$12.00	284,172
CENTER MEDIAN		S.F.	$12.00	
			LANDSCAPING IMPROVEMENTS SUBTOTAL	284,172

SUBTOTALS:

STREET IMPROVEMENT SUBTOTAL..... 498,464.20

STORM DRAIN IMPROVEMENTS SUBTOTAL..... 478,825.00

SANITARY SEWER IMPROVEMENTS SUBTOTAL..... 30,250.00

TRAFFIC SIGNAL/SIGNS/STRIPING SUBTOTAL..... 284,730.00

IMPROVEMENT SUBTOTAL 1,292,269.20

*(*USE THIS TOTAL FOR PLAN CHECK & PERMITTING PURPOSES*)*

CFD LANDSCAPE IMPROVEMENTS 284,172

SUBDIVISION MONUMENT GUARANTEE $1,200 + $50/LOT ... 1,200

STREET LIGHTS 4 **@ $5,000** 20,000

CUCAMONGA COUNTY WATER DISTRICT FACILITIES..... NA

IMPROVEMENT SUBTOTAL.... 1,597,641.20

ADD 35%..... 559,174.42

BONDING TOTAL..... 2,156,815.62

APPROVED PUBLIC IMPROVEMENT PLANS:

STREET IMP. DWG. NO. _____

STREET LIGHT DWG. NO. _____

SEWER IMP. DWG. NO. _____

STORM DRAIN IMP. DWG. NO. _____

TRAFFIC SIGNAL DWG. NO. _____

SIGNING & STRIPING DWG. NO. _____

APPROVED
Engineering
By:rgaray
08/13/2021

SUBDIVISON IMPROVEMENT AGREEMENT

Tract Map No.: Arboretum Offsite Improvements
(Cypress Avenue, Duncan Canyon Road, and Sierra Avenue)

Exhibit "B"

I, North Fontana Investment Company, LLC am the owner of the property to which this Request is being made for of a **Time Extension for Project No. Arboretum Offsite Improvements at Gardens Village.**

Print Name: Bryan T. Goodman

Subdivider's Signature: _____

Subdivider's Address: 1156 N. Mountain Avenue, P.O. Box 670

Upland, CA 91785-0670

Date: _____

(Attached Notary Acknowledgment)

CITY OF FONTANA

BY:_____ DATE:_____

CITY ENGINEER

[ ] DENY

[ ] APPROVED

NEW DATE: _____

Bond No. 024251510
Premium $ 9,134.00

SECURITY BOND FOR FAITHFUL PERFORMANCE OF SUBDIVISION AGREEMENT

Tract Map No.: Arboretum Offsite Improvements at Gardens Village (Duncan Canyon Road)

WHEREAS, the City Council of the City of Fontana, State of California, and, North Fontana Investment Company, LLC ("Principal") have entered into an agreement dated _____(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 Two Million Two Hundred Eighty-Three Thousand Four Hundred Thirty Dollars ($2,283,430.00), 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, three (3) identical counterparts of this instrument, each of which shall for all purposes as deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17 th day of August ,20 21 .

PRINCIPAL

North Fontana Investment Company, LLC,
a Delaware limited liability company

By:_____
Bryan T. Goodman
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY
The Ohio Casualty Insurance Company

_____
Tomi J. Pope, Attorney in Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Seal No. 4532

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary Acknowledgement and Power of Attorney.

Revised – RG – 10/31/16

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 August 17, 2021 before me, Cree Criner, Notary Public
(insert name and title of the officer)

personally appeared Bryan T. Goodman,
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)**

CREE CRINER
Notary Public - California
San Bernardino County
Commission # 2336308
My Comm. Expires Oct 23, 2024

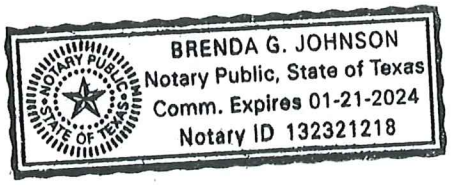
Individual Acknowledgement

State of Texas

County of Tarrant

On this 17th day of August in the year 2021,

before me, a notary public in and for said county and state, personally appeared Tomi J. Pope known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation named as Surety in said instrument and acknowledge to me that such corporation executed the same.



Brenda G Johnson
Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204964 - 000007**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron T. DeRoss; Alisha Weis; Andrew Miner; Andrew P. Clark; Bill Ballinger; Breanna Duroche; Brenna Morgan-McGee; Brian A. Smith; Bryant Ahmed; Candace Reynolds; Colin E. Conly; Crystal A. Gutierrez; David W. Morgan; Diana Perez; Hilaria Tijerina; Jennifer Palmer; Kevin Claborn; LaCasha Grimes; M. Ross McCormick; Marisela Waddleton; Mark Rozewicz; Rachel Duncan; Richard S. Maxey; Samantha Cantu-Crouch; Sandy Argueta; Todd Tschantz; Tomi J. Pope

all of the city of Plano state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024251510
Premium $ Premium included in Performance Bond

SECURITY BOND FOR LABOR AND MATERIALS OF SUBDIVISION AGREEMENT

Tract Map No.: Arboretum Offsite Improvements at Gardens Village (Duncan Canyon Road)

WHEREAS, the City Council of the City of Fontana, State of California, and North Fontana Investment Company, LLC ("Principal") have entered into an agreement dated _____, (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 Two Million Two Hundred Eighty-Three Thousand Four Hundred Thirty Dollars ($2,283,430.00) 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 seq. 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, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of August, 2021.

PRINCIPAL

North Fontana Investment Company, LLC,
a Delaware limited liability company

By:_____
Bryan T. Goodman
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY
The Ohio Casualty Insurance Company

_____
Tomi J. Pope, Attorney in Fact
(NOTARIZATION AND SEAL)

THE OHIO CASUALTY INSURANCE COMPANY
INCORPORATED
1919
NEW HAMPSHIRE

Seal No. 4532

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

Revised – RG – 10/31/16

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 August 17, 2021 before me, Cree Criner, Notary Public
(insert name and title of the officer)

personally appeared Bryan T. Goodman,
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)**

CREE CRINER
Notary Public - California
San Bernardino County
Commission # 2336308
My Comm. Expires Oct 23, 2024

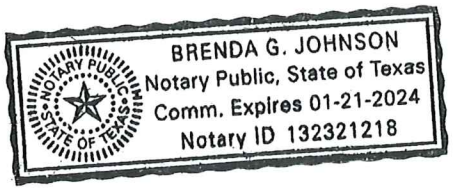
Individual Acknowledgement

State of Texas

County of Tarrant

On this 17th day of August in the year 2021,

before me, a notary public in and for said county and state, personally appeared Tomi J. Pope known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation named as Surety in said instrument and acknowledge to me that such corporation executed the same.



Brenda G Johnson
Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204964 - 000007**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron T. DeRoss; Alisha Weis; Andrew Miner; Andrew P. Clark; Bill Ballinger; Breanna Duroche; Brenna Morgan-McGee; Brian A. Smith; Bryant Ahmed; Candace Reynolds; Colin E. Conly; Crystal A. Gutierrez; David W. Morgan; Diana Perez; Hilaria Tijerina; Jennifer Palmer; Kevin Claborn; LaCasha Grimes; M. Ross McCormick; Marisela Waddleton; Mark Rozewicz; Rachel Duncan; Richard S. Maxey; Samantha Cantu-Crouch; Sandy Argueta; Todd Tschantz; Tomi J. Pope

all of the city of Plano state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024251510_
Premium $ Premium included in Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: Arboretum Offsite Improvements at Gardens Village
(Duncan Canyon Road)

WHEREAS, The City Council of the City of Fontana, State of California, and, North Fontana Investment Company, LLC ("Principal") have entered into an agreement dated _____(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 Two Million Two Hundred Eighty-Three Thousand Four Hundred Thirty Dollars ($2,283,430.00) 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.

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a Delaware limited liability company

By: _____
Bryan T. Goodman
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY
The Ohio Casualty Insurance Company

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Signature _____ **(Seal)**

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San Bernardino County
Commission # 2336308
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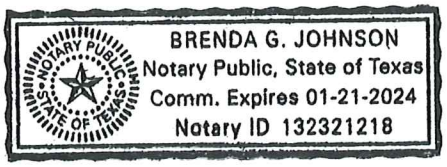
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West American Insurance Company

Certificate No: **8204964 - 000007**

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The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024251511
Premium $ 9,358.00

SECURITY BOND FOR FAITHFUL PERFORMANCE OF SUBDIVISION AGREEMENT

Tract Map No.: Arboretum Offsite Improvements at Gardens Village (Sierra Avenue)

WHEREAS, the City Council of the City of Fontana, State of California, and, North Fontana Investment Company, LLC ("Principal") have entered into an agreement dated _____(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 Two Million Three Hundred Thirty-Nine Thousand Four Hundred Ninety-Two Dollars ($2,339,492.00), 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, three (3) identical counterparts of this instrument, each of which shall for all purposes as deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of August ,20 21 .

PRINCIPAL

North Fontana Investment Company, LLC,
a Delaware limited liability company

By:_____
Bryan T. Goodman
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY
The Ohio Casualty Insurance Company

_____
Tomi J. Pope, Attorney in Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Seal No. 4532

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary Acknowledgement and Power of Attorney.

Revised – RG – 10/31/16

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 August 17, 2021 before me, Cree Criner, Notary Public
(insert name and title of the officer)

personally appeared Bryan T. Goodman,
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)**

CREE CRINER
Notary Public - California
San Bernardino County
Commission # 2336308
My Comm. Expires Oct 23, 2024

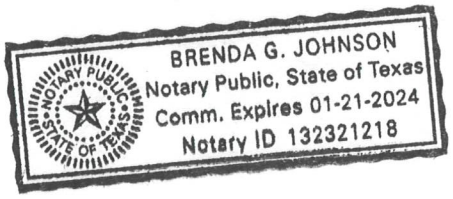
Individual Acknowledgement

State of Texas

County of Tarrant

On this 17th day of August in the year 2021,

before me, a notary public in and for said county and state, personally appeared Tomi J. Pope known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation named as Surety in said instrument and acknowledge to me that such corporation executed the same.



Brenda G Johnson
Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204964 - 000007**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron T. DeRoss; Alisha Weis; Andrew Miner; Andrew P. Clark; Bill Ballinger; Breanna Duroche; Brenna Morgan-McGee; Brian A. Smith; Bryant Ahmed; Candace Reynolds; Colin E. Conly; Crystal A. Gutierrez; David W. Morgan; Diana Perez; Hilaria Tijerina; Jennifer Palmer; Kevin Claborn; LaCasha Grimes; M. Ross McCormick; Marisela Waddleton; Mark Rozewicz; Rachel Duncan; Richard S. Maxey; Samantha Cantu-Crouch; Sandy Argueta; Todd Tschantz; Tomi J. Pope

all of the city of Plano state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024251511
Premium $ Premium included in Performance Bond

SECURITY BOND FOR LABOR AND MATERIALS OF SUBDIVISION AGREEMENT

Tract Map No.: Arboretum Offsite Improvements at Gardens Village (Sierra Avenue)

WHEREAS, the City Council of the City of Fontana, State of California, and North Fontana Investment Company, LLC ("Principal") have entered into an agreement dated _____, (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 Two Million Three Hundred Thirty-Nine Thousand Four Hundred Ninety-Two Dollars ($2,339,492.00) 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 seq. 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, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of August ,2021.

PRINCIPAL

North Fontana Investment Company, LLC,
a Delaware limited liability company

By:_____
Bryan T. Goodman
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY
The Ohio Casualty Insurance Company

_____
Tomi J. Pope, Attorney in Fact
(NOTARIZATION AND SEAL)

THE OHIO CASUALTY INSURANCE COMPANY
INCORPORATED
1919
NEW HAMPSHIRE

Seal No. 4532

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

Revised – RG – 10/31/16

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 August 17, 2021 before me, Cree Criner, Notary Public
(insert name and title of the officer)

personally appeared Bryan T. Goodman,
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)

CREE CRINER
Notary Public - California
San Bernardino County
Commission # 2336308
My Comm. Expires Oct 23, 2024

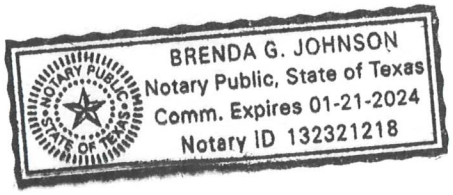
Individual Acknowledgement

State of Texas

County of Tarrant

On this 17th day of August in the year 2021,

before me, a notary public in and for said county and state, personally appeared Tomi J. Pope known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation named as Surety in said instrument and acknowledge to me that such corporation executed the same.



Brenda G Johnson
Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204964 - 000007**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron T. DeRoss; Alisha Weis; Andrew Miner; Andrew P. Clark; Bill Ballinger; Breanna Duroche; Brenna Morgan-McGee; Brian A. Smith; Bryant Ahmed; Candace Reynolds; Colin E. Conly; Crystal A. Gutierrez; David W. Morgan; Diana Perez; Hilaria Tijerina; Jennifer Palmer; Kevin Claborn; LaCasha Grimes; M. Ross McCormick; Marisela Waddleton; Mark Rozewicz; Rachel Duncan; Richard S. Maxey; Samantha Cantu-Crouch; Sandy Argueta; Todd Tschantz; Tomi J. Pope

all of the city of Plano state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024251511_
Premium $ Premium included in Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: Arboretum Offsite Improvements at Gardens Village
(Sierra Avenue)

WHEREAS, The City Council of the City of Fontana, State of California, and, North Fontana Investment Company, LLC ("Principal") have entered into an agreement dated _____(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 Two Million Three Hundred Thirty-Nine Thousand Four Hundred Ninety-Two Dollars ($2,339,492.00) 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, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of August, 2021.

PRINCIPAL

North Fontana Investment Company, LLC,
a Delaware limited liability company

By: _____
Bryan T. Goodman
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY
The Ohio Casualty Insurance Company

_____
Tomi J. Pope, Attorney in Fact
(NOTARIZATION AND SEAL)

THE OHIO CASUALTY INSURANCE COMPANY
INCORPORATED
1919
NEW HAMPSHIRE

Seal No. 4532

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

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State of California
County of San Bernardino)

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(insert name and title of the officer)

personally appeared Bryan T. Goodman,
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.

CREE CRINER
Notary Public - California
San Bernardino County
Commission # 2336308
My Comm. Expires Oct 23. 2024

Signature _____ **(Seal)**

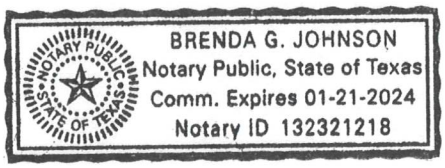
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State of Texas

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West American Insurance Company

Certificate No: **8204964 - 000007**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron T. DeRoss; Alisha Weis; Andrew Miner; Andrew P. Clark; Bill Ballinger; Breanna Duroche; Brenna Morgan-McGee; Brian A. Smith; Bryant Ahmed; Candace Reynolds; Colin E. Conly; Crystal A. Gutierrez; David W. Morgan; Diana Perez; Hilaria Tijerina; Jennifer Palmer; Kevin Claborn; LaCasha Grimes; M. Ross McCormick; Marisela Waddleton; Mark Rozewicz; Rachel Duncan; Richard S. Maxey; Samantha Cantu-Crouch; Sandy Argueta; Todd Tschantz; Tomi J. Pope

all of the city of Plano state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024251512
Premium $ 8,627.00

SECURITY BOND FOR FAITHFUL PERFORMANCE OF SUBDIVISION AGREEMENT

Tract Map No.: Arboretum Offsite Improvements at Gardens Village (Cypress Avenue)

WHEREAS, the City Council of the City of Fontana, State of California, and, North Fontana Investment Company, LLC ("Principal") have entered into an agreement dated _____(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 Two Million One Hundred Fifty-Six Thousand Eight Hundred Sixteen Dollars ($2,156,816.00), 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, three (3) identical counterparts of this instrument, each of which shall for all purposes as deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of August ,20 21 .

PRINCIPAL

North Fontana Investment Company, LLC,
a Delaware limited liability company

By:_____
Bryan T. Goodman
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY
The Ohio Casualty Insurance Company

_____
Tomi J. Pope, Attorney in Fact

THE OHIO CASUALTY INSURANCE COMPANY
INCORPORATED
1919
NEW HAMPSHIRE
Seal No. 4532

(NOTARIZATION AND SEAL)

NOTE: Please Attach Notary Acknowledgement and Power of Attorney.

Revised – RG – 10/31/16

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 August 17, 2021 before me, Cree Criner, Notary Public
(insert name and title of the officer)

personally appeared Bryan T. Goodman,
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)**

CREE CRINER
Notary Public - California
San Bernardino County
Commission # 2336308
My Comm. Expires Oct 23, 2024

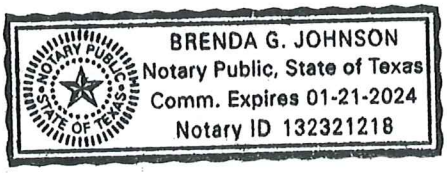
Individual Acknowledgement

State of Texas

County of Tarrant

On this 17th day of August in the year 2021,

before me, a notary public in and for said county and state, personally appeared Tomi J. Pope known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation named as Surety in said instrument and acknowledge to me that such corporation executed the same.



Brenda G Johnson
Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204964 - 000007**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron T. DeRoss; Alisha Weis; Andrew Miner; Andrew P. Clark; Bill Ballinger; Breanna Duroche; Brenna Morgan-McGee; Brian A. Smith; Bryant Ahmed; Candace Reynolds; Colin E. Conly; Crystal A. Gutierrez; David W. Morgan; Diana Perez; Hilaria Tijerina; Jennifer Palmer; Kevin Claborn; LaCasha Grimes; M. Ross McCormick; Marisela Waddleton; Mark Rozewicz; Rachel Duncan; Richard S. Maxey; Samantha Cantu-Crouch; Sandy Argueta; Todd Tschantz; Tomi J. Pope

all of the city of Plano state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024251512
Premium $ Premium included in Performance Bond

SECURITY BOND FOR LABOR AND MATERIALS OF SUBDIVISION AGREEMENT

Tract Map No.: Arboretum Offsite Improvements at Gardens Village (Cypress Avenue)

WHEREAS, the City Council of the City of Fontana, State of California, and North Fontana Investment Company, LLC ("Principal") have entered into an agreement dated _____, (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 Two Million One Hundred Fifty-Six Thousand Eight Hundred Sixteen Dollars ($2,156,816.00) 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 seq. 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, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of August ,2021.

PRINCIPAL

North Fontana Investment Company, LLC,
a Delaware limited liability company

By:_____
Bryan T. Goodman
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY
The Ohio Casualty Insurance Company

_____
Tomi J. Pope, Attorney in Fact
(NOTARIZATION AND SEAL)

THE OHIO CASUALTY INSURANCE COMPANY
INCORPORATED
1919
NEW HAMPSHIRE

Seal No. 4532

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

Revised – RG – 10/31/16

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 August 17, 2021 before me, Cree Criner, Notary Public
(insert name and title of the officer)

personally appeared Bryan T. Goodman,
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)**

CREE CRINER
Notary Public - California
San Bernardino County
Commission # 2336308
My Comm. Expires Oct 23, 2024

Individual Acknowledgement

State of Texas

County of Tarrant

On this 17th day of August in the year 2021,

before me, a notary public in and for said county and state, personally appeared Tomi J. Pope known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation named as Surety in said instrument and acknowledge to me that such corporation executed the same.



Brenda G Johnson
Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204964 - 000007**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron T. DeRoss; Alisha Weis; Andrew Miner; Andrew P. Clark; Bill Ballinger; Breanna Duroche; Brenna Morgan-McGee; Brian A. Smith; Bryant Ahmed; Candace Reynolds; Colin E. Conly; Crystal A. Gutierrez; David W. Morgan; Diana Perez; Hilaria Tijerina; Jennifer Palmer; Kevin Claborn; LaCasha Grimes; M. Ross McCormick; Marisela Waddleton; Mark Rozewicz; Rachel Duncan; Richard S. Maxey; Samantha Cantu-Crouch; Sandy Argueta; Todd Tschantz; Tomi J. Pope

all of the city of Plano state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 024251512_
Premium $ Premium included in Performance Bond

SUBDIVISION WARRANTY OBLIGATION BOND

Tract Map No.: Arboretum Offsite Improvements at Gardens Village
(Cypress Avenue)

WHEREAS, The City Council of the City of Fontana, State of California, and, North Fontana Investment Company, LLC ("Principal") have entered into an agreement dated _____(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 Two Million One Hundred Fifty-Six Thousand Eight Hundred Sixteen Dollars ($2,156,816.00) 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, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 17th day of August, 2021.

PRINCIPAL

North Fontana Investment Company, LLC,
a Delaware limited liability company

By: _____
Bryan T. Goodman
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY
The Ohio Casualty Insurance Company

_____
Tomi J. Pope, Attorney in Fact
(NOTARIZATION AND SEAL)

THE OHIO CASUALTY INSURANCE COMPANY
INCORPORATED
1919
NEW HAMPSHIRE

Seal No. 4532

NOTE: Please Attached Notary Acknowledgement and Power of Attorney

Revised – RG – 10/31/16

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 August 17, 2021 before me, Cree Criner, Notary Public
(insert name and title of the officer)

personally appeared Bryan T. Goodman,
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)**

CREE CRINER
Notary Public - California
San Bernardino County
Commission # 2336308
My Comm. Expires Oct 23, 2024

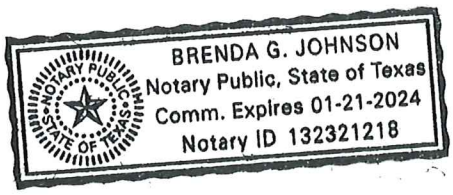
Individual Acknowledgement

State of Texas

County of Tarrant

On this 17th day of August in the year 2021,

before me, a notary public in and for said county and state, personally appeared Tomi J. Pope known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of The Ohio Casualty Insurance Company, the corporation named as Surety in said instrument and acknowledge to me that such corporation executed the same.



Brenda G Johnson
Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204964 - 000007**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron T. DeRoss; Alisha Weis; Andrew Miner; Andrew P. Clark; Bill Ballinger; Breanna Duroche; Brenna Morgan-McGee; Brian A. Smith; Bryant Ahmed; Candace Reynolds; Colin E. Conly; Crystal A. Gutierrez; David W. Morgan; Diana Perez; Hilaria Tijerina; Jennifer Palmer; Kevin Claborn; LaCasha Grimes; M. Ross McCormick; Marisela Waddleton; Mark Rozewicz; Rachel Duncan; Richard S. Maxey; Samantha Cantu-Crouch; Sandy Argueta; Todd Tschantz; Tomi J. Pope

all of the city of Plano state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.