

CITY ENGINEER AND  
SUPERINTENDENT OF STREETS  
MULTIPLE AGREEMENT

For Tract/Parcel Map No. 72852

RECEIVED  
CITY CLERK

16 NOV -9 AM 8:30

CITY OF CARSON

THIS AGREEMENT, made and entered into \_\_\_\_\_, 19 2016, by and between  
the CITY OF Carson

State of California, acting by and through it's City Council, hereinafter called the CITY, and \_\_\_\_\_

CPRE Vera Street, LLC

(Name)

4100 MacArthur Blvd, Suite 300, Newport Beach, CA 92660

(Address)

hereinafter called the SUBDIVIDER.

WITNESSETH:

FIRST: The SUBDIVIDER for and in consideration of the approval of the final map of that certain land division known as Tract No./Parcel Map No. 72852 hereby agrees, at the SUBDIVIDER's own cost and expense, to furnish all labor, materials and equipment necessary to perform and complete, and within twenty-four (24) months from the date of filing of said map, to perform and complete in a good and workmanlike manner, for the CITY where applicable, the following improvement(s) and/or work checked below, to wit:

☐ A 5-foot CHAIN LINK FENCE per latest revision of Standard Plan for Public Works Construction

No. 600 at the rear and/or side of lots/parcels \_\_\_\_\_  
(inclusive) adjacent to \_\_\_\_\_. The estimated cost of this work is the sum  
of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

☐ A COMBINATION MASONRY WALL AND CHAIN LINK FENCE per County Engineer Standard

D-63 at the rear and/or side of lots/parcels \_\_\_\_\_  
(inclusive) adjacent to \_\_\_\_\_.  
The estimated cost of this work is the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

☐ A 5-foot MASONRY WALL per County Engineer Standard D-65 at the rear and/or side of

lots/parcels \_\_\_\_\_ (inclusive) adjacent to \_\_\_\_\_  
\_\_\_\_\_. The estimated cost of this work is the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

- [ ] CORRECTIVE GEOLOGIC IMPROVEMENTS. Said work shall be done under the provisions of applicable City Codes. The estimated cost of this work is the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

- [ ] DRAINAGE FACILITIES and appurtenances thereto. The estimated cost of this work is the sum of \_\_\_\_\_ Twenty nine thousand six hundred sixty four and no cents

\_\_\_\_\_ dollars (\$ 29,664.00 \_\_\_\_\_).

- [ ] SANITARY SEWERS and appurtenances thereto, under Private Contract No. \_\_\_\_\_, in streets and/or rights of way. In addition, SUBDIVIDER hereby offers said improvement for dedication. The estimated cost of this work is the sum of \_\_\_\_\_ Eighty one thousand three hundred and no cents

\_\_\_\_\_ dollars (\$ 81,300.00 \_\_\_\_\_).

- [ ] STORM DRAINS and appurtenances thereto under Private Drain No. \_\_\_\_\_, in streets and/or rights of way. In addition, SUBDIVIDER hereby offers said improvement for dedication. The estimated cost of this work is the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

- [ ] Setting of SURVEY MONUMENTS and tie points and furnishing to the City Engineer tie notes for said points, according to the provisions of the applicable City Ordinance or Codes regulating division and mapping of land, and paying the surveyor or engineer of record or his authorized substitute for the work performed by him as provided for in Division 2 Chapter 4, Article 9, of Title 7 of the Government Code (the Subdivision Map Act). The estimated cost of this work is the sum of \_\_\_\_\_ Five thousand seven hundred sixty and no cents

\_\_\_\_\_ dollars (\$ 5,760.00 \_\_\_\_\_).

- [ ] WATER SYSTEM FACILITIES including pump stations, water tanks, water mains, water wells, fire hydrants, and all other appurtenances thereto, in dedicated public streets, private streets and easements, in accordance with plans and specifications consistent with the design requirements and standard specifications governing the installation of water systems on file in the office of the City Engineer. The estimated cost of this work is the sum of \_\_\_\_\_ One hundred fifty six thousand four hundred and no cents

\_\_\_\_\_ dollars (\$ 156,400 \_\_\_\_\_).

- [ ] ROAD IMPROVEMENTS in accordance with the Road Plans for said land division filed in the office of the Superintendent of Streets and to do all work incidental thereto according to the Standard Specifications for Public Works Construction, as amended, which are hereby made a part of this agreement. The estimated cost of this work and improvements is the sum of \_\_\_\_\_

\_\_\_\_\_  
Thirty one thousand six hundred forty seven and no cents  
\_\_\_\_\_

\_\_\_\_\_ dollars (\$ 31,647.00 ).

- [ ] STREET TREE IMPROVEMENTS in accordance with the Road Plans for said land division filed in the office of the Superintendent of Streets and to do all work incidental thereto according to the Standard Specifications for Public Works Construction, as amended, which are hereby made a part of this part of this agreement. The estimated cost of this work and improvements is the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).

- [ ] \_\_\_\_\_

The estimated cost of this work is the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).

- [ ] \_\_\_\_\_

The estimated cost of this work is the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).

The above-mentioned improvement(s) to be constructed within and without the boundaries of said land division according to plans and/or applicable standards on file in the office of the City Engineer, Superintendent of Streets and/or other city official as applicable and hereby made a part of this contract as fully as though set forth herein. That said work shall be done under the inspection of, and to the satisfaction of, the City Engineer, Superintendent of Streets, and/or other city official as applicable, and shall not be deemed completed until approved and accepted as completed by the CITY. The SUBDIVIDER, his/her contractor(s), representatives, and agents shall be responsible for the Operation, maintenance and repair of the above improvements until accepted by the City. Said acceptance of the improvement(s) shall also constitute acceptance of any offer of dedication contained herein.

SECOND: That the CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the work specified in this agreement prior to the completion, approval, and/or acceptance of same; nor shall the CITY, nor any officer or employee thereof, be liable for any persons or property injured by reason of the nature of said work or by reason of the acts or omissions of the SUBDIVIDER, his agents or employees, in performance of said work. All of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to indemnify, defend and save harmless the CITY, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the SUBDIVIDER's operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this agreement, or arising out of the use of any patent or patented article in the construction of said work.

THIRD: The SUBDIVIDER hereby grants to the CITY, the Surety upon any Bond, the financial institution of any improvement security, and to the agents, employees, and contractor of the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the

improvement. This permission shall terminate in the event that the SUBDIVIDER, financial institution, or the Surety has completed the work within the time specified or any extension thereof granted by the CITY.

FOURTH: It is further agreed that the SUBDIVIDER will at all times from the approval of said land division to the completion and acceptance of said work or improvements by the CITY, give good and adequate warning of each and every dangerous condition caused by the construction of said improvements and will protect the traveling public therefrom.

FIFTH: It is further agreed that the SUBDIVIDER shall have such control of the ground/area reserved for the installation of such work, and the streets in which they are to be placed, as is necessary to allow him to carry out this agreement.

SIXTH: The SUBDIVIDER hereby agrees to pay for the inspection of such work and improvements as may be required by the City Engineer, Superintendent of Streets, and/or other city official.

SEVENTH: The SUBDIVIDER shall give notice to the City Engineer, Superintendent of Streets, and/or other city official at least 24 hours before beginning any work and shall furnish said officials all reasonable facilities for obtaining full information respecting the progress and manner of work.

EIGHTH: The SUBDIVIDER agrees to grant to the CITY such easements as are necessary for the upkeep and maintenance by the CITY of the improvements agreed to be constructed herein.

NINTH: The SUBDIVIDER shall perform any changes or alterations in the construction and installation of such improvements required by the CITY, provided that all such changes or alterations do not exceed ten percent of the original total estimated cost of such improvements. Said cost to be borne by the SUBDIVIDER.

TENTH: The SUBDIVIDER shall guarantee such improvements for a period of one year following the completion by the SUBDIVIDER and acceptance by the CITY against any defective work or labor done, or defective materials furnished, in the performance of this agreement by the SUBDIVIDER.

ELEVENTH: The SUBDIVIDER hereby agrees that all work on any city highway, which existed prior to the filing of said map, shall be completed in accordance with the terms and provisions of applicable City Ordinance or Codes. Said Ordinance or Code requires, in part, that once work is commenced, it shall be prosecuted in a diligent and workmanlike manner to completion. If the CITY determines that the SUBDIVIDER has failed to perform as therein specified, the CITY reserves the right to exclude the SUBDIVIDER from the site and complete the work contemplated by city forces or by separate contract. The SUBDIVIDER further agrees to reimburse the CITY for all charges accruing as a result of such construction by city forces or separate contract.

TWELFTH: It is further agreed that the SUBDIVIDER has filed with the CITY, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work and improvements, as above specified, for the faithful performance of the terms and conditions and guarantees of this agreement and has also deposited with the CITY a good and sufficient payment security for labor and materials in the amount prescribed by law to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4, Division 3 of the Civil Code. If said improvement security or payment security becomes insufficient in the opinion of the CITY, the SUBDIVIDER agrees to renew said improvement security and/or payment security with good and sufficient improvement security and/or payment security within ten days after receiving demand therefor.

THIRTEENTH: If the SUBDIVIDER neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the time specified, or within such extensions of said time as have been granted by the CITY, or if the SUBDIVIDER violates or neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice in writing of such default shall be served upon him and upon any Surety or financial institution in connection with this contract. The City Engineer, Superintendent of Streets, and/or other city official, shall have the power to terminate all rights of the SUBDIVIDER in such contract, but said termination shall not affect or terminate any of the rights of the CITY as against the SUBDIVIDER, financial institution, or

surety then existing or which thereafter accrue because of such default. The determination by the CITY of the question as to whether any of the terms of the contract or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the SUBDIVIDER, his Surety, and any and all other parties who may have any interest in the contract or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the CITY under law.

FOURTEENTH: In case suit is brought upon this contract, the SUBDIVIDER hereby agrees to pay to the CITY reasonable attorney's fees to be fixed by the Court.

FIFTEENTH: It is further agreed by and between the parties hereto, including the Surety or Sureties on any Bond attached to this contract or the financial institution guaranteeing the improvement security, that in the event it is deemed necessary by the CITY to extend the time of completion of the work contemplated to be done under this contract, said extension may be granted by the CITY either at its own option or upon request of the SUBDIVIDER, and shall in no way affect the validity of this contract or release the Surety or Sureties on any Bond attached hereto or the financial institution guaranteeing the improvement security. SUBDIVIDER further agrees to maintain said improvement security and payment security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

SIXTEENTH: Before the SUBDIVIDER files the final sanitary sewer plans, under conditions approved by the City Engineer, the SUBDIVIDER may file preliminary sanitary sewer plans. Such preliminary plans, after approval by the City Engineer, may be submitted to meet the requirements for clearance of the final map. The SUBDIVIDER agrees to make such changes in the preliminary sanitary sewer plans as may be required by the City Engineer and to replace said preliminary plans with final sanitary sewer plans, approved by the City Engineer, before the SUBDIVIDER can apply for a construction/inspection permit.

SEVENTEENTH: It is further agreed by and between the parties hereto that this contract firmly binds the parties, their heirs, executors, administrators, successors or assignees, jointly and severally.

IN WITNESS there by, SUBDIVIDER has affixed his/her name and seal.

(Seal)

By

By

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgement jurats.)

Received on behalf of the  
City of \_\_\_\_\_  
by the City Engineer

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Approved as to form  
CITY ATTORNEY

By \_\_\_\_\_  
Deputy

## ACKNOWLEDGMENT

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

State of California  
County of Orange )

On November 7, 2016 before me, Nicole Kakuuchi, Notary Public  
(insert name and title of the officer)

personally appeared Scott Coler and Mark Mullin,  
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 Nicole Kakuuchi (Seal)

CITY ENGINEER AND  
SUPERINTENDENT OF STREETS  
FAITHFUL PERFORMANCE BOND

Bond #800011556  
Premium: \$9,143.00

RECEIVED  
CITY CLERK

16 NOV -9 AM 8:30

For Tract/Parcel Map No. 72852

CITY OF CARSON

KNOW ALL MEN BY THESE PRESENTS:

That we, CPRE Vera Street, LLC

Name

of 4100 MacArthur Blvd, Suite 300, Newport Beach, CA 92660

Address

as PRINCIPAL and Atlantic Specialty Insurance Company  
as SURETY, are firmly bound unto the CITY OF Carson  
and each officer and employee thereof, hereinafter called the CITY, in the sum(s) indicated below, for the  
payment of which sum(s), we hereby bind ourselves, our heirs, executors, administrators, successors or  
assignees, jointly and severally.

The condition of the foregoing obligation is such that whereas said PRINCIPAL has entered into or is  
about to enter into the annexed contract(s) with the CITY, pursuant to the authority granted by Division  
2, Title 7, of the Government Code (Known as the "Subdivision Map Act".) and pursuant to the authority  
of the local ordinance or codes governing land division in the City, which said contract(s),  
dated \_\_\_\_\_, 19 \_\_\_\_\_, are hereby referred to and made a part hereof, for  
the following work checked below for Tract No./Parcel Map No. 72852, to wit:

☐ A 5-foot CHAIN LINK FENCE improvement in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

☐ A COMBINATION MASONRY WALL AND CHAIN LINK FENCE improvement in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

☐ A 5-foot MASONRY WALL improvement in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

☐ CORRECTIVE GEOLOGIC improvements in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_).

☐ DRAINAGE FACILITIES in the sum of \_\_\_\_\_

Twenty nine thousand six hundred sixty four and no cents

\_\_\_\_\_ dollars (\$ 29,664.00 ).

Chapter 13 cont.

[ ] SANITARY SEWER improvement, under Private Contract No. \_\_\_\_\_, in the sum of Eighty one thousand three hundred and no cents \_\_\_\_\_ dollars (\$ 81,300.00 ).

[ ] STORM DRAIN improvement under Private Drain No. \_\_\_\_\_, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).

[ ] MONUMENTATION in the sum of Five thousand seven hundred sixty and no cents \_\_\_\_\_ dollars (\$ 5,760.00 ).

[ ] WATER SYSTEM improvements in the sum of \_\_\_\_\_ One hundred fifty six thousand four hundred and no cents \_\_\_\_\_ dollars (\$ 156,400.00 ).

[ ] ROAD improvements in the sum of \_\_\_\_\_ Thirty one thousand six hundred forty seven and no cents \_\_\_\_\_ dollars (\$ 31,647.00 ).

[ ] STREET TREE improvements in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).

[ ] \_\_\_\_\_ improvements in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).

All is in accordance with the attached contract(s) and is required by said CITY to give this bond in connection with the execution of said contract(s).

If the annexed contracts listed above include an agreement for monumentation, then a further condition of the foregoing obligation is for the payment of the amount of the bond to the CITY for the benefit of the authorized surveyor or engineer who has performed the work and has not been paid by the contractor as provided for in Division 2, Title 7, of the Government Code.

Now therefore, if the said PRINCIPAL shall completely perform all of the covenants and obligations of said contract(s) and any alteration thereof made as therein provided, on his part to be performed at the times and in the manner specified therein, and in all respects according to its true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents, and employees, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect. The SURETY hereby expressly consents to and waives any prior notice of, the granting, from time to time by the CITY, to the PRINCIPAL, of any extensions of time to perform and complete the work under the annexed contract(s) or to the work or to the specifications, ordered by the CITY pursuant to



the provisions of said contract(s). The SURETY further expressly agrees that any such extensions of time or any such changes or alterations shall not in any way affect its obligation on this bond.

The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY's obligation here under and are waived by the SURETY. As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Furthermore, the SURETY expressly agrees as follows:

(1) If the PRINCIPAL fails to complete any work herein above listed within the time specified in the annexed contract(s), the CITY may, upon written notice to the PRINCIPAL, served in the time and manner provided in the applicable Code, determine that said work or any part thereof is uncompleted, and may cause to be forfeited to the CITY such portion of this obligation as may be necessary to complete such work.

(2) If the PRINCIPAL shall fail to complete more than one of the requirements hereinabove listed within the specified time, the CITY shall not be required to declare a forfeiture of this obligation or to prosecute an action under this bond as to all such uncompleted requirements and may subsequently, from time to time, declare additional forfeitures or prosecute additional actions under this bond as to any one or more of the remaining uncompleted requirements, even though the CITY knows or has reason to know, at the time of the initial forfeiture, that the requirements to which the subsequent forfeitures or prosecutions of action pertain were not, as of the time of the initial forfeiture, completed within the time specified for completion.

(3) The CITY may expressly exonerate the SURETY with respect to any one or more of the annexed contract(s) without waiving any of its rights against the PRINCIPAL or the SURETY under any other such contract(s).

IN WITNESS there by, the PRINCIPAL and SURETY caused this bond to be executed on this  
3rd date of November, 10 2016.

CPRE Vera Street, LLC  
Principal \_\_\_\_\_  
Principal \_\_\_\_\_

(Seal)

No riders, endorsements, or attachments  
have been made hereto by the Surety except  
as noted hereon to the right.

Note: All signatures must be acknowledged  
before a notary public. (Attach appropriate  
acknowledgement jurats.)

Surety Atlantic Specialty Insurance Company

Address 1100 Glendon Ave., Ste 900, Los Angeles, CA 90024

By Victoria M. Campbell  
Victoria M. Campbell, Attorney-in-Fact

Received on behalf of the  
City of \_\_\_\_\_  
by the City Engineer

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Approved as to form  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

Chapter 13 cont.

"I HEREBY CERTIFY:

1. That \_\_\_\_\_  
has been certified by the State Insurance Commissioner as an admitted surety insurer and that such authority is in full force and effect.

2. That the person executing the within bond on behalf of the surety is authorized to do so under a power of attorney on file with this office.

3. That there is on file in this office the financial statement of the surety for the period ending \_\_\_\_\_ showing capital and surplus not less than ten times the amount of this bond."

COUNTY CLERK

By \_\_\_\_\_  
Deputy

Dated \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California  
County of Orange

On November 7, 2016 before me, Nicole Kakuuchi, Notary Public  
(insert name and title of the officer)

personally appeared Scott Coler and Mark Mullin,  
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.

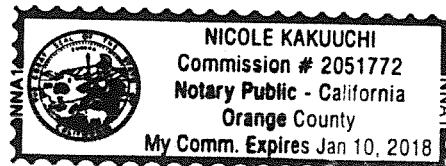
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Nicole Kakuuchi

(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

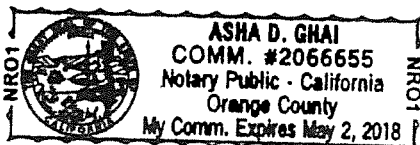
On November 3, 2016 before me, Asha D. Ghai, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Asha D. Ghai  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Atlantic Specialty Insurance Company

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

CITY ENGINEER AND  
SUPERINTENDENT OF STREETS  
LABOR AND MATERIAL BOND

Bond #800011556  
Premium included in Performance bond

RECEIVED  
CITY CLERK

For Tract/Parcel Map No. 72852

16 NOV -9 AM 8:30

KNOW ALL MEN BY THESE PRESENTS:

CITY OF CARSON

That we, CPRE Vera Street, LLC  
Name  
of 4100 MacArthur Blvd, Suite 300, Newport Beach, CA 92660  
Address  
as PRINCIPAL and Atlantic Specialty Insurance Company

as SURETY, are firmly bound unto the CITY OF Carson,  
hereinafter called the CITY, in the sum(s) indicated below, for the payment of which sum(s), we hereby  
bind ourselves, our heirs, executors, administrators, successors, or assignees, jointly and severally.

The condition of the foregoing is such that whereas said PRINCIPAL has entered into or is about to  
enter into the annexed contract(s) with the CITY pursuant to the authority granted in Division 2, Title 7  
of the Government Code (Known as the "Subdivision Map Act".) which said contract(s) date  
                    , 19                    , are hereby referred to and made a part hereof, for the following work  
checked below for Tract No./Parcel Map No. 72852, to wit:

[ ] A 5-foot CHAIN LINK FENCE labor and materials in the sum of                                       
                                     dollars (\$                                     ).

[ ] A COMBINATION MASONRY WALL AND CHAIN LINK FENCE labor and materials in the sum  
of                                       
                                     dollars (\$                                     ).

[ ] A 5-foot MASONRY WALL labor and materials in the sum of                                       
                                     dollars (\$                                     ).

[ ] CORRECTIVE GEOLOGIC improvements labor and materials in the sum of                                       
                                     dollars (\$                                     ).

[ ] DRAINAGE FACILITIES labor and materials in the sum of                                       
Twenty nine thousand six hundred sixty four and no cents  
                                     dollars (\$ 29,664.00).

[ ] SANITARY SEWERS labor and materials, under Private Contract No.                                     ,  
in the sum of Eighty one thousand three hundred and no cents  
                                     dollars (\$ 81,300.00).

Chapter 13 cont.

[ ] STORM DRAINS labor and materials, under Private Drain No. \_\_\_\_\_, in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

[ ] WATER SYSTEM labor and materials in the sum of \_\_\_\_\_  
One hundred fifty six thousand four hundred and no cents

\_\_\_\_\_ dollars (\$ 156,400.00 \_\_\_\_\_).

[ ] ROAD improvements labor and materials in the sum of \_\_\_\_\_  
Thirty one thousand six hundred forty seven and no cents

\_\_\_\_\_ dollars (\$ 31,647.00 \_\_\_\_\_).

[ ] STREET TREE improvements labor and materials in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

[ ] \_\_\_\_\_  
labor and materials in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

[ ] \_\_\_\_\_  
labor and materials in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

All pursuant to said Code, the PRINCIPAL must give this bond for labor and materials before entering upon the performance of the work, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code as a condition to the execution of said contract(s) by the CITY.

Now therefore, if said PRINCIPAL fails to pay the contractor or subcontractor, or fails to pay persons renting equipment or furnishing labor or materials to the contractor or subcontractors of the performance of said contract(s), including any materials, provisions, or other supplies or teams, equipment, implements, trucks, machinery, or power used in, upon, for, or about the performance of the work contracted to be done, including any changes or alterations ordered by the CITY pursuant to the provisions of said contract(s), or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said SURETY will pay the same in an amount not exceeding the sum set forth above, and also, in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the CITY in successfully enforcing such obligation, to be fixed by the court, and to be taxed as costs, and to be included in the judgement therein rendered.

This bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The SURETY hereby expressly consents to, and waives any prior notice of, the granting, from time to time by the CITY, to the PRINCIPAL, of any extensions of time to perform and complete the work under the annexed contract(s), and to any changes or alterations to the terms of the contract(s) or to the work or to the specifications ordered by the CITY pursuant to the provisions of said contract(s). The SURETY further expressly agrees that any extensions of time or any such changes or alterations shall not in any way affect its obligation on this bond. The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY's obligation hereunder and are waived by the SURETY.

IN WITNESS there by, the PRINCIPAL and SURETY caused this bond to be executed on this  
3rd date of November 19, 2016

CPRE Vera Street, LLC

Principal

Principal

(Seal)

No riders, endorsements, or attachments have been made hereto by the Surety except as noted hereon to the right.

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgement jurats.)

Received on behalf of the  
City of \_\_\_\_\_  
by the City Engineer

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Surety Atlantic Specialty Insurance Company

Address 1100 Glendon Ave., Ste 900, Los Angeles, CA 90024

By

Victoria M. Campbell  
Victoria M. Campbell, Attorney-in-Fact

Approved as to form

CITY ATTORNEY

By \_\_\_\_\_  
Deputy

Chapter 13 cont.

"I HEREBY CERTIFY:

1. That \_\_\_\_\_  
has been certified by the State Insurance Commissioner as an admitted surety insurer and that such authority is in full force and effect.

2. That the person executing the within bond on behalf of the surety is authorized to do so under a power of attorney on file with this office.

3. That there is on file in this office the financial statement of the surety for the period ending \_\_\_\_\_ showing capital and surplus not less than ten times the amount of this bond."

COUNTY CLERK

By \_\_\_\_\_  
Deputy

Dated \_\_\_\_\_



## ACKNOWLEDGMENT

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

State of California  
County of Orange )

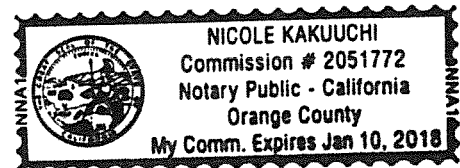
On November 7, 2016 before me, Nicole Kakuuchi, Notary Public  
(insert name and title of the officer)

personally appeared Scott Coler and Mark Mullin  
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 Nicole Kakuuchi (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

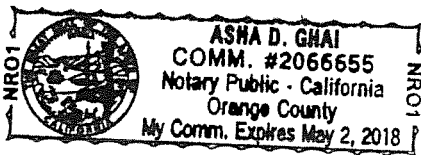
On November 3, 2016 before me, Asha D. Ghai, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Asha D. Ghai  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Atlantic Specialty Insurance Company

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Victoria M. Campbell, Bradley N. Wright, Carolyn Emery**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

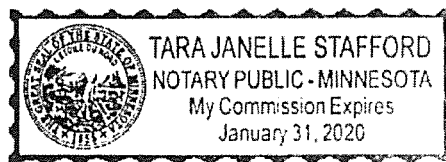



STATE OF MINNESOTA  
HENNEPIN COUNTY

By

  
Paul J. Brehm, Senior Vice President

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



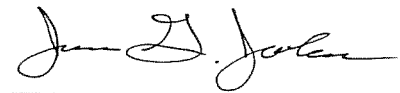
  
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of November, 2016.

This Power of Attorney expires  
October 1, 2017



  
James G. Jordan, Assistant Secretary