

Contract No. 2017-146
Approved 8/16/2016 #2

SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 18982

THIS AGREEMENT is entered into by and between the CITY OF CHINO, a Municipal Corporation of the State of California (hereafter called "the City") and D.R. HORTON CA3, INC., A DELAWARE CORPORATION (hereafter called "the Subdivider").

WHEREAS, the Subdivider is the owner of certain real property situated in the City of Chino, County of San Bernardino, State of California, generally known and described as Tract Map No. 18982, which is the subject matter of this Agreement (hereafter called "the Property"); and

WHEREAS, the Subdivider has submitted an application to the City to subdivide the Property as Tract Map No. 18982 (hereafter called "the Map"); and

WHEREAS, the Subdivider proposes to develop the Property and construct certain improvements hereon as hereinafter set forth; and

WHEREAS, the City desires to assure that said proposed improvements will be constructed and installed in a good and workmanlike manner, and in strict accordance with all applicable laws, statutes, ordinances, resolutions and regulations now in force and effect in the City of Chino, and the terms and conditions imposed on the approval of said Map by the Planning Commission and the City Council, all of which are incorporated herein; and

WHEREAS, the Subdivider acknowledges familiarity with the City's subdivision ordinance and requirements and the Subdivision Map Act (Government Code Sections 66410-66499.37) and hereby agrees to comply therewith; and

WHEREAS, the Subdivider has prepared and submitted a final tract map for the Property in accordance with the City's requirements for approval by the City Council.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1 Duty to Install Public Improvements

1.1 Requirements for Public Improvements. The Subdivider shall, at his/her/its own cost and expense, construct, install and complete all of the public improvements contained in Exhibit 1 in a good and workmanlike manner, according to the approved plans and specifications, and to the satisfaction of the Assistant City Manager/Director of Public Works or his designee, within two (2) years from the date of the City's approval of this Agreement, and within the time frame and subject to the conditions set forth in the Encroachment Permit that is issued for the required public improvements. The time for completion may be extended up to one (1) additional year by the City Council for good cause shown. The sum of One Million One

Hundred Three Thousand Four Hundred and 00/100 dollars (\$1,103,400.00) is the estimated construction cost of said improvements.

1.2 Ownership of Public Improvements. All public improvements constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of said improvements by the City.

1.3 Definition of Improvements. The term "improvement" shall mean any and all work or infrastructure required for the development of this subdivision, including, but not limited to, bicycle trails, communication transmission devices, curbs, drainage facilities, electric transmission devices, excavation, grading, gutters, landscaping, pathways, sanitary sewers, sidewalks, streets, street lights, traffic control devices, utilities, water lines, as shown on plans, profiles or specifications prepared or submitted by the Subdivider.

1.4 Repair or Reconstruction of Defective Improvements. If, within a period of one (1) year after final acceptance of work performed under this Agreement, any improvement or part of any improvement constructed, installed or furnished, or caused to be constructed, installed or furnished by the Subdivider, or any of the work done under this Agreement fails to comply with, or satisfy, any of the requirements of this Agreement, or the specifications referenced herein, the Subdivider shall, without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or improvements. Should the Subdivider fail to act promptly or in accordance with these requirements, or should an emergency require repairs or replacements to be made before the Subdivider can be notified, the City may, at its sole option, make the necessary repairs or replacements or perform the necessary work, and the Subdivider shall pay to the City the actual cost of such repairs, plus 15 percent.

1.5 Repair or Replacement of Unrelated Improvements. The Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments situated on said property, delineated on the Map, which have been destroyed or damaged and the Subdivider shall replace, or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, of 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 the State of California, or any agency or political subdivision thereof, or by the City, or by any public or private corporation, or by any person whomsoever, or by any combination of such persons. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the Assistant City Manager/Director of Public Works or his designee.

1.6 Time of Completion. All of the public improvements shall be completed within two (2) years from the date of the City's approval of this Agreement, and within the time frame and subject to the conditions set forth in the Encroachment Permit that is issued for the required public improvements. In the event that the Subdivider fails to complete the public improvements within said period, the City may complete said work and shall be entitled to recover the full cost and expenses thereof from the Subdivider, or its surety, as hereinafter provided. The City may require the Subdivider, or its surety, to pay the City, in advance, sufficient monies to pay for the City's cost of completing construction and installation of said public improvements.

1.7 Security. Contemporaneously with the execution hereof, the Subdivider shall file security, subject to the approval of the City Attorney, pursuant to Section 66499 of the Government Code and Section 19.09.010 of the Chino Municipal Code, to guarantee performance of the requirements of this Agreement, the terms and conditions imposed on the approval of Map, and all of the City's ordinances, specifications and regulations as follows:

a. A security device in an amount equal to 100 percent of the estimated construction cost to guarantee the faithful performance of all of the requirements of this Agreement, including the construction, installation and completion of the work and public improvements required by this Agreement; and

b. A security device in an amount equal to 50 percent of the estimated construction cost to guarantee payment to the contractors, their subcontractors, and to persons renting equipment or furnishing labor and materials to said contractors, for the public improvements required by this Agreement; and

c. All security devices under this Agreement shall also guarantee the payment of reasonable attorney fees, expert witness fees and court costs to the City; and

d. Any changes or alterations in the work or public improvements required hereunder, not exceeding 10 percent of their original estimated cost, shall not relieve any liability of the security given for the faithful performance of this Agreement. In the event any changes or alterations of the work or public improvements required hereunder exceed 10 percent of their original estimated cost, the Subdivider shall provide such additional security for its faithful performance as determined by the Assistant City Manager/Director of Public Works or his designee and approved by the City Attorney.

The City Council may, at its sole discretion, reduce the amount of any security device as recommended by the Assistant City Manager/Director of Public Works or his designee and the City Attorney for any portion of the public improvements installed by the Subdivider and accepted by the Assistant City Manager/Director of Public Works or his designee.

1.8 One Year Warranty and Warranty Bond. Without limiting the foregoing, Subdivider warrants and guarantees materials used and workmanship performed on said work and public improvements. In connection herewith, the Subdivider shall submit security, subject to the approval of the City Attorney, for a period of one (1) year following the completion and acceptance of the work hereunder in the sum equal to 10 percent of their actual construction cost and reasonable attorney fees, expert fees and court costs. The Subdivider further agrees to pay the City for all costs to maintain the landscaping in a vigorous and thriving condition, to maintain the street lights and to pay for all energy costs for a period of one (1) year after completion and acceptance thereof by the Assistant City Manager/Director of Public Works or his designee and the City Council. Maintenance and energy costs shall be based on the amounts specified in the most recent publication of the Annual Engineer's Report for the Levy of Assessments for the Landscaping and Lighting Districts.

1.9 Payment of Labor and Materials. The Subdivider and its contractors shall pay for any materials, provision, provender and other supplies or equipment used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for a payment bond with respect to such work or labor, as required by

Civil Code Section 9550.

Article 2. Procedural Requirements

2.1 Preparation of Improvements Plans. No work pursuant to this Agreement shall be commenced until the Subdivider's plans, profiles and specifications for the public improvements have been submitted to and approved by the Assistant City Manager/Director of Public Works or his designee. The Subdivider warrants that its plans, profiles and specifications conform as a minimum to the City's ordinances and standard specifications, and that they are adequate to construct and install the public improvements in a good, workmanlike manner and in accordance with sound construction practice for public works.

2.2 Cost of Checking Plans. The Subdivider shall pay to the City the cost of checking and approving the plans, profiles and specifications. The Subdivider shall pay to the City the fees for the cost of checking said plans upon submittal of said plans to the City. If said fees prove to be insufficient to complete said plan checking, the Subdivider shall make additional deposits as required by the Assistant City Manager/Director of Public Works or his designee. Failure to make any required payment or deposit shall cause such plan checking to be suspended and be grounds to withhold the issuance of building permits for any construction in the subdivision defined by Map.

2.3 Soils Report. The Subdivider shall cause to be made and pay for soil tests made by a reputable soils testing laboratory to determine gradation, bearing and resistance value of soils within the subdivision. The Subdivider shall also cause to be made and pay for all compaction tests necessary to determine that all soils, including the utility trenches, have been satisfactorily backfilled.

2.4 Permits and Fees. The Subdivider shall, at the Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the work and public improvements required hereunder and pay all required fees and taxes and give all necessary notices.

2.5 Superintendence by the Subdivider. The Subdivider shall provide continuous superintendence to the construction and installation of the public improvements by assigning a competent foreman or superintendent, satisfactory to the Assistant City Manager/Director of Public Works or his designee, to the work site, who shall have full authority to act for the Subdivider

2.6 Duty to Facilitate Inspections. The Subdivider shall at all times maintain proper facilities and provide safe access for inspection by the Assistant City Manager/Director of Public Works or his designee, to all parts of the work, and to the shops wherein the work is in preparation.

Article 3. The Subdivider's Liabilities

3.1 Liability of the Subdivider. The Subdivider agrees that the use for any purpose and by any person of any or all of the work and public improvements required by this Agreement shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed public improvements thereon and therein; provided that

acceptance by the City shall not eliminate, lessen or relieve the Subdivider of any obligations or undertakings contained in this Agreement. The issuance of any occupancy permits by the City for any structures located within said subdivision shall not be construed to constitute an acceptance or approval of any of the public improvements required hereunder.

3.2 Liability for Nonperformance. Neither the City nor any of its officers or agents shall be liable to the Subdivider or its contractors for any error or omission arising out of, or in connection with, any work to be performed under this Agreement or the plans, profiles or specifications therefore approved by the Assistant City Manager/Director of Public Works or his designee.

3.3 Development Impact Fees. Development Impact Fees shall be paid pursuant to and in accordance with Chino Municipal Code Chapter 3.40.

3.4 Utility Deposits. Prior to commencement of any work required by this Agreement, the Subdivider shall file with the Assistant City Manager/Director of Public Works or his designee a statement signed by the Subdivider and each public utility to the effect that the Subdivider has made all deposits legally required by such public utility for the connection of any and all public utilities required to be supplied by such public utility within the subdivision.

3.5 Liability for Personal Injuries. 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 the Property or connected to the construction and installation of the work and public improvements required hereunder.

3.6 Release and Indemnification. 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 nonperformance of any work or public improvement to the Property 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, Subdivider's agents, employees, and subcontractors, while engaged in the performance of said work or public improvements. Prior to the commencement of any work or public improvement required hereunder, the Subdivider shall furnish to the City satisfactory evidence of an insurance policy, written upon a form and by a company which meets with the approval of the City, insuring the 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 any claim arising as a result thereof. Minimum liability and property damage insurance shall be not less than \$500,000.00 for all damages arising out of bodily injury to or death of one person and not less than \$1,000,000.00 for all damages arising out of bodily injuries to or death of more than one person in any one occurrence; and not less than \$250,000.00 for all damages and/or destruction of property in any one occurrence and not less than \$500,000.00 for all damages and/or destruction of property during the policy period. Said policy shall be maintained in full force and effect during the life of this Agreement. Said policy shall state, by its terms and by an endorsement, that said policy shall not be canceled until

the City shall have had at least ninety (90) days prior notice in writing of such cancellation.

Article 4. Inspection of Improvements

4.1 Inspection by Assistant City Manager/Director of Public Works. All public improvements shall be constructed under the inspection of, and subject to approval, of the Assistant City Manager/Director of Public Works or his designee. The cost of inspections shall be paid by the Subdivider, who shall submit a sufficient deposit prior to the issuance of building permits. If said deposit proves to be insufficient to complete said inspection, the Subdivider shall make additional deposits as determined by the Assistant City Manager/Director of Public Works or his designee. Failure to make any required deposit shall cause such plan inspections to be suspended and be grounds to revoke all the building permits for any construction in the subdivision, or to refuse to issue an occupancy permit for any facilities constructed on any lot within said subdivision.

4.2 Approval by Assistant City Manager/Director of Public Works. It is mutually agreed that the Assistant City Manager/Director of Public Works or his designee shall have the authority to reject any or all of the work or public improvements required hereunder if same fails to conform to the approved plans, profiles or specifications for said public improvements or if same are not constructed or installed in a good and workmanlike manner to the satisfaction of the Assistant City Manager/Director of Public Works or his designee. Furthermore, any damage to existing facilities, including any curbs, drainage facilities, gutters, landscaping, sewer and water mains, street or utilities, that occurs after installation, shall be repaired to the satisfaction of the Assistant City Manager/Director of Public Works or his designee by the Subdivider prior to the issuance of an occupancy permit for any structure within the subdivision and prior to the release of any security provided hereunder.

4.3 Responsibility Despite Inspections. Notwithstanding the fact that the Subdivider's plans, profiles and specifications, and construction and installation of the public improvements, and other acts are subject to the approval of the Assistant City Manager/Director of Public Works or his designee, it is understood and agreed that any approval by the Assistant City Manager/Director of Public Works or his designee shall not relieve the Subdivider of the obligation to satisfactorily perform the obligations hereunder. All construction shall be performed strictly in accordance with the approved plans, profiles and specifications, the City's latest standard specifications and the provisions of the Chino Municipal Code to the satisfaction of the Assistant City Manager/Director of Public Works or his designee.

4.4 Occupancy Permits. No occupancy permit for any structure on any lot within the subdivision shall be issued, and no utility connection shall be made, unless and until the Subdivider has complied with all the obligations hereunder to the satisfaction of the Assistant City Manager/Director of Public Works or his designee.

4.5 Notice of Completion. The Subdivider shall record a Notice of Completion for all the work and public improvements completed within ten (10) days after the City's acceptance of said improvements.

4.6 Certification of Satisfactory Completion. Upon the satisfactory completion of the improvements by the Subdivider, the Assistant City Manager/Director of Public Works or his designee, or his designee, shall certify that the work of said improvements has

been satisfactorily completed.

4.7 Filing of "Record" Drawings. Upon completion of the work or public improvements, the Subdivider shall submit one mylar (4 mils) set of "Record" drawings to the Assistant City Manager/Director of Public Works or his designee. These drawings shall be certified as representing the actual construction and shall depict the work and public improvements as actually constructed, with all changes incorporated therein.

Article 5. Miscellaneous Provisions

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

5.2 Entire Agreement. This writing constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof and may not be modified or amended except as set forth herein.

5.3 Attorney's Fees. In the event that any action at law or in equity is brought to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

5.4 Assignment. This Agreement shall not be assignable by the Subdivider without written consent of the City.

5.5 Successors. Subject to the restrictions against assignment contained herein, this Agreement shall inure to the benefit of and shall be binding upon each of the parties and their respective assigns, successors in interest, person representatives, estates, heirs and legatees.

5.6 No Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

5.7 Choice of Law. This Agreement shall be governed by the laws of the State of California without regard to the principles of conflict of laws.

5.8 Invalidity. If any provisions of this Agreement shall be declared invalid, void, or unenforceable by a court of competent jurisdiction of the State of California, the remaining provisions shall continue in full force and effect.

5.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

5.10 Effective Date of Agreement. This Agreement shall not become effective unless and until the final map of said tract/parcel shall have been approved by the City Council of the City of Chino.

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Executed at Chino, California, on September 12, 2016.

Approved as to Form:

Arturo V. Lugo
Asst. City Attorney 08/19/16

Approved as to Content:

Jose Allre 9.7.2016
Jose Allre
Assistant City Manager

D.R. HORTON CA3, INC.,
A Delaware Corporation

By: Barbara M. Marakumi
(Signature and Date)

Name: Barbara M. Marakumi
(Please type or print name)

Title: Vice President
(Please type or print title)

CITY OF CHINO

Matthew Ballantyne
Matthew Ballantyne, City Manager

Dated: 9.12.16

ATTEST:

Angela Bobles
Angela Bobles, City Clerk

Dated: 9.12.16

Attachment: Exhibit 1

SUBDIVISION IMPROVEMENT AGREEMENT

EXHIBIT 1

- A. Removal of undesirable, dangerous and dead plant materials and roots.
- B. All onsite and offsite grading as specified on the approved grading plan.
- C. Relocation of all public utility structures as necessary to properly construct the required improvements.
- D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.
- E. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.
- F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.
- G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.
- H. A street lighting system (City-owned) in accordance with City Standards.
- I. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.
- J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.
- K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.
- L. Street signs at intersections per the City Standards.
- M. Installation of approved landscaping (plants and materials).
- N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the Assistant City Manager/Director of Public Works or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

ISSUED IN TRIPLICATE

Bond No.: 09228235
Contract No.: 2017-166
Approved: 8/16/2016 #9

FAITHFUL PERFORMANCE BOND

"Montecito"

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and D.R. HORTON CA3, INC., A DELAWARE CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as Tract No. 18982, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Fidelity and Deposit Company of Maryland, as surety, are held and firmly bound unto the City of Chino in the penal sum of One Million One Hundred Three Thousand Four Hundred and 00/100 Dollars (\$1,103,400.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on August 4, 2016.

PRINCIPAL

SURETY

D.R. HORTON CA3, INC.
A Delaware Corporation

Fidelity and Deposit Company of Maryland

By: Barbara M. Murakami

By: Margaret A. Ginem

Print Name: Barbara M. Murakami
Vice President

Print Name: Margaret A. Ginem
Attorney-in-Fact

SIGNATURES MUST BE NOTARIZED

Approved as to Form:

Arturo A. Jueno
Asst. City Attorney 08/15/16

c/o Willis Towers Watson
4211 W. Boy Scout Blvd., Ste. 1000
Tampa, FL 33607
Inquiries: (813) 281-2095

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.


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

State of California
County of Riverside

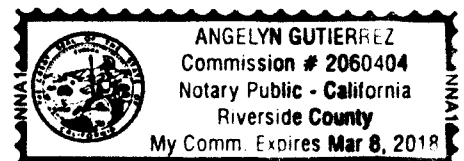
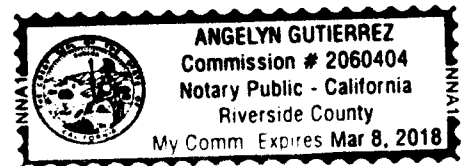
On August 8, 2016 before me, Angelyn Gutierrez, Notary Public (here insert name and title of officer), personally appeared Barbara M. Murakami, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~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)



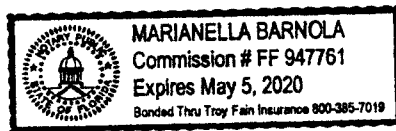
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 4th day of **August, 2016** before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Fidelity and Deposit Company of Maryland**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature *Marianella Barnola*
Marianella Barnola



This area for Official Notarial Seal

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David H. CARR, Anett CARDINALE, Margaret A. GINEM, Eileen C. HEARD and Brandy L. BAICH, all of Tampa, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of April, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Eric D. Barnes

By: _____

*Secretary
Eric D. Barnes*

Michael Bond

*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 11th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of August, 2014.



Gerald F. Haley

Gerald F. Haley, Vice President

Bond No.: 09228235
Contract No.: 2017-106
Approved: 8/16/2016 #9

LABOR AND MATERIAL BOND

"Montecito"

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and D.R. HORTON CA3, INC., A DELAWARE CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as Tract No. 18982, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Five Hundred Fifty-One Thousand Eight Hundred and 00/100 Dollars (\$551,800.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the 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 stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on AUGUST 4, 2016.

PRINCIPAL

SURETY

D.R. HORTON CA3, INC.
A Delaware Corporation

Fidelity and Deposit Company of Maryland

By: *Barbara M. Musakami*

By: *Margaret A. Ginem*

Print Name: Barbara M. Musakami
Vice President

Print Name: Margaret A. Ginem
Attorney-in-Fact

SIGNATURES MUST BE NOTARIZED

Approved as to Form:

Arturo A. Jimeno
Asst. City Attorney 08/15/16

c/o Willis Towers Watson
4211 W. Boy Scout Blvd., Ste. 1000
Tampa, FL 33607
Inquiries: (813) 281-2095

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.

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

State of California
County of Riverside

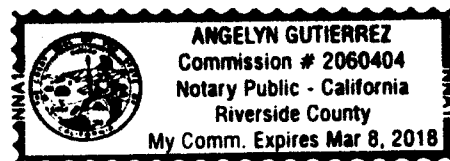
On August 8, 2016 before me, Angelyn Gutierrez, Notary Public (here insert name and title of officer), personally appeared Barbara M. Murakami, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~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 Angelyn Gutierrez

(Seal)



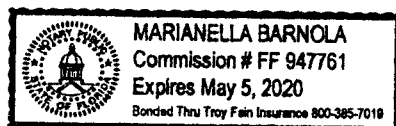
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 4th day of **August, 2016** before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Fidelity and Deposit Company of Maryland**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature *Marianella Barnola*
Marianella Barnola



This area for Official Notarial Seal

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David H. CARR, Anett CARDINALE, Margaret A. GINEM, Eileen C. HEARD and Brandy L. BAICH, all of Tampa, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of April, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

*Secretary
Eric D. Barnes*

Michael Bond

*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 11th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of August, 2016.



Gerald F. Haley

Gerald F. Haley, Vice President

ISSUED IN TRIPLICATE

Bond No.: 09228236
Contract No.: 2017-106
Approved: 8/16/2016 #9

WARRANTY BOND

"Montecito"

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and D.R. HORTON CA3, INC., A DELAWARE CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated _____, and identified as Tract No. 18982, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and Fidelity and Deposit Company of Maryland, as surety, are held and firmly bound unto the City of Chino in the penal sum of One Hundred Ten Thousand Four Hundred and 00/100 Dollars (\$110,400.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on August 4, 2016.

PRINCIPAL

SURETY

D.R. HORTON CA3, INC.
A Delaware Corporation

Fidelity and Deposit Company of Maryland

By: Barbara M. Murakami
Print Name: Barbara M. Murakami
Vice President

By: Margaret A. Ginem
Print Name: Margaret A. Ginem
Attorney-in-Fact

c/o Willis Towers Watson
4211 W. Boy Scout Blvd., Ste. 1000
Tampa, FL 33607
Inquiries: (813) 281-2095

SIGNATURE(S) MUST BE NOTARIZED

Approved as to Form:

Arturo M. Fresno
Asst. City Attorney 08/15/16

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.


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

State of California
County of Riverside

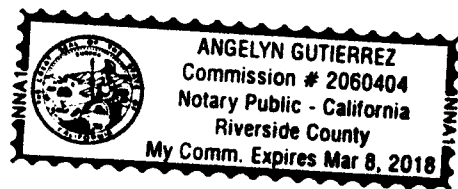
On August 8, 2016 before me, Angelyn Gutierrez, Notary Public (here insert name and title of officer), personally appeared Barbara M. Murakami, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me 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)



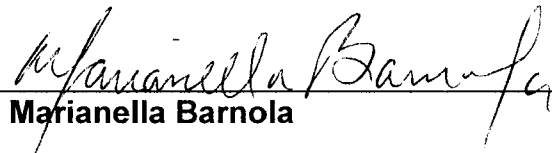
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this 4th day of **August, 2016** before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Fidelity and Deposit Company of Maryland**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature


Marianella Barnola



This area for Official Notarial Seal

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David H. CARR, Anett CARDINALE, Margaret A. GINEM, Eileen C. HEARD and Brandy L. BAICH, all of Tampa, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of April, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 11th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of August, 2016.



Gerald F. Haley

Gerald F. Haley, Vice President

M E M O R A N D U M
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

COUNCIL MEETING DATE: AUGUST 16, 2016

TO: MATTHEW C. BALLANTYNE, CITY MANAGER

FROM: JOSE ALIRE, ASSISTANT CITY MANAGER/PUBLIC WORKS

SUBJECT: FINAL TRACT MAP NO. 18982 (D.R. HORTON CA3, INC.).

RECOMMENDATION

1) Approve Tract Map No. 18982; 2) approve the Subdivision Improvement Agreement and securities; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

FISCAL IMPACT

There is no fiscal impact to the City.

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

Tract Map No. 18982 is presented by D.R. Horton CA3 Inc., a Delaware Corporation for City Council action. These are five existing parcels on approximately 14 acres, located on the north side of Francis Avenue, and west side of Central Avenue. The map will divide the five existing parcels into 113 residential lots, and 17 lettered lots, and substantially conforms to Tentative Tract Map No. 18982, which was conditionally approved by the Planning Commission on July 20, 2015 (Exhibit A).

ISSUES/ANALYSIS

The requirements made at the time of tentative map approval have been met by the execution of the Subdivision Improvement Agreement, and by posting the necessary securities to guarantee the construction of public improvements. The City Attorney has reviewed and approved the Subdivision Improvement Agreement and respective securities.

JA/IA/sm

Attachment: Exhibit A

CITY OF CHINO

CITY ATTORNEY MEMORANDUM

TO: Isidro Abreu, Associate Engineer
Public Works Department

FROM: Gutierrez, Fierro & Erickson, City Attorney

DATE: August 15, 2016

SUBJECT: Subdivision Improvement Agreement with DR Horton CA3,
Inc., for Parcel Map 18982, and related bonds

I have reviewed, approved, and executed the Subdivision Improvement Agreement with DR Horton CA#, Inc., for Parcel Map 18982, as well as faithful performance, labor and materials, and warranty bonds on the project.


Please note the following comments:

None.

If you have any questions, please do not hesitate to call.

Respectfully Submitted,

GUTIERREZ, FIERRO & ERICKSON, A.P.C.
City Attorney

By: 
Arturo N. Fierro
Assistant City Attorney

cc: Angela Robles, City Clerk