

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

TH THE PRESERVE CHINO LLC

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF CHINO
AND
TH THE PRESERVE CHINO LLC

Agreement Date: October 1, 2024

Subdivider Name: TH The Preserve Chino LLC, a California limited liability company

Subdivision Description: 10.78-acre subdivision consisting of 55 single-family residential units generally located south of Legacy Park Street between East Preserve Loop and Chino Corona Road in the Low-Density Residential land use designation area of The Preserve within Block 3.

Tentative Map No.: 20446

Estimated Total Cost of Improvements: \$843,000.00

Estimated Total Cost of Monumentation: \$8,385.00 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Bond No.: PB00224600532

Surety: Philadelphia Indemnity Insurance Company

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 jplasencia@cityofchino.org	Marsha Santry Director – Forward Planning 450 Newport Center Dr., Ste. 300 Newport Beach, CA 92660 (949) 306-4899 msantry@trumarkco.com
CITY PROJECT INSPECTOR	
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 1st day of October, 2024, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and TH The Preserve Chino LLC, a California limited liability company (Subdivider").

RECITALS

A. Subdivider is the owner of and has obtained approval of a subdivision map identified as **Tentative Tract Map No. 20446**, (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Final Map No. 20446 for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and

specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$842,984.87.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Final Map No. 20446 in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually

agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as

the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees

that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument Securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$843,000.00 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$421,500.00 equal to 50% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$8,385.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$84,300.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).

- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as

provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

- (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
- (ii) the Works of Improvement have been accepted;
- (iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and
- (iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its

authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

5.3. Payment of Development Impact Fees. Subdivider shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapter 3.40 or 3.45, as applicable.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements, and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have

accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Subdivider shall not be responsible for routine maintenance. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

- (i) Premises operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;
- (iii) Blanket contractual;
- (iv) Completed operations; and
- (v) Products.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and
- (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
 - (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
 - (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
 - (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.
- (d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:
- (i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."
 - (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
 - (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
 - (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
 - (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino
Risk Management
13220 Central Avenue
Chino, CA 91710

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

- (a) Any proceeding or investigation by any federal, state or local governmental
- (b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.
- (c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and
- (d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing, therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

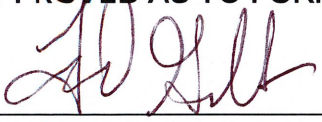
13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (i) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:




Fred Galante, City Attorney

APPROVED AS TO CONTENT:



Hye Jin Lee, P.E.
Director of Public Works

**TH The Preserve Chino LLC,
a California limited liability company**

By: 

Name: Richard P. Douglass
Its: Authorized Agent

CITY OF CHINO



Dr. Linda Reich, City Manager

Date: 11-19-24

ATTEST:

By 

Natalie Gonzaga, City Clerk

Dated: 11/21/2024

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 October 23, 2024 before me, Faith Domotor, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Richard P. Douglass
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 Faith Domotor
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: _____

Signer's Name: _____

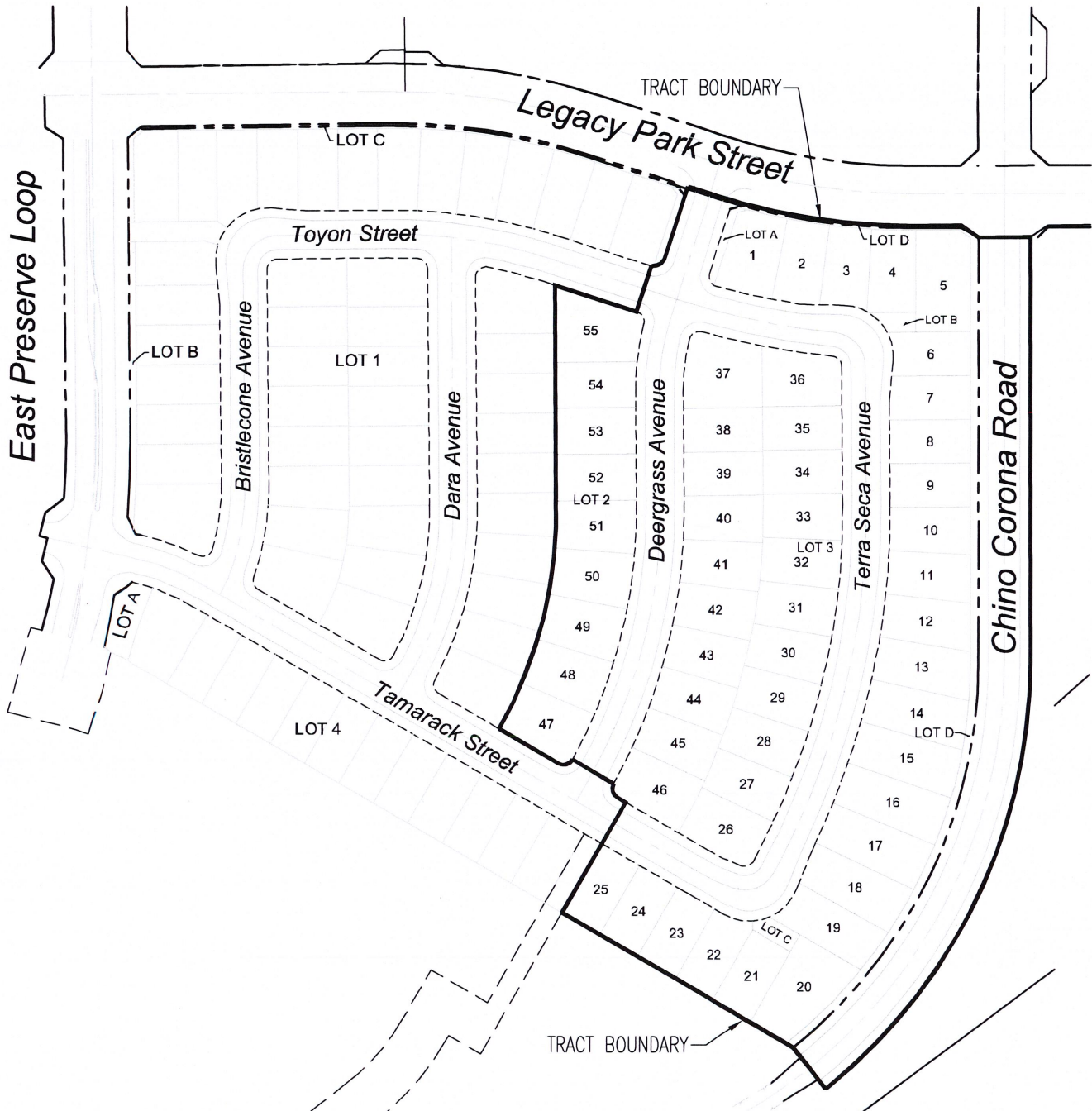
☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LOCATION MAP
[attached]

Exhibit "A"

Tract Map No. 20446



LDKING
Engineers/Surveyors

10390 Commerce Center Drive
Suite 250
Rancho Cucamonga, California 91730
Phone: (909) 945-0526
Fax: (909) 945-0529

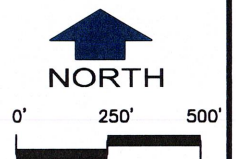


EXHIBIT "B"

TRACT MAP NO. 20446 WORKS OF IMPROVEMENT

- 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 Director of Development Services 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.



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract 20446 Trumark Homes
LOCATION : SE Corner East Preserve Loop & Legacy Park Street
By: Paul Schenck
DATE: July 23, 2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	\$ 800.00	\$ -
	CY	Concrete Removal	\$ 325.00	\$ -
-	CY	AC Pavement Removal	\$ 100.00	\$ -
	CY	Imported Common Fill (Incl. Compaction)	\$ 34.00	\$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	\$ 1.00	\$ -
	LF	PCC 8" Curb & 24" Gutter on 6" AB	\$ 26.00	\$ -
	LF	PCC 6" Curb & 24" Gutter on 6" AB	\$ 24.00	\$ -
	LF	PCC Curb Only	\$ 20.00	\$ -
	LF	8" A.C. Berm	\$ 20.00	\$ -
	SF	8" PCC Cross Gutter on 6" AB	\$ 16.00	\$ -
14,200	SF	4" PCC Sidewalk	\$ 5.80	\$ 82,360.00
12,282	SF	6" PCC Thick Drive Approach on 6" AB	\$ 12.50	\$ 153,525.00
	SF	8" PCC Thick Drive Approach on 6" AB	\$ 15.00	\$ -
	LF	2" x 6" Redwood Header	\$ 7.50	\$ -
6	EA	Street Sign and Post	\$ 475.00	\$ 2,850.00
7	EA	Traffic Sign and Post	\$ 400.00	\$ 2,800.00
	EA	Reflector Sign and Post	\$ 175.00	\$ -
11	EA	Painted Legend	\$ 6.50	\$ 71.50
	SF	Prime or Tack Coat	\$ 0.08	\$ -
	TON	AC Variable - <300T	\$ 130.00	\$ -
667	TON	AC Variable - >300T	\$ 120.00	\$ 80,056.40
	TON	CAB Variable - <300T	\$ 100.00	\$ -
	TON	CAB Variable - >300T	\$ 90.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract 20446 Trumark Homes
 LOCATION : SE Corner East Preserve Loop & Legacy Park Street
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 DATE: July 23, 2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS				
8	EA	Adjust Sewer Manhole to Grade	\$ 950.00	\$ 7,600.00
	EA	Adjust Sewer Cleanout to Grade	\$ 500.00	\$ -
8	EA	Adjust Water Valve and Can to Grade	\$ 525.00	\$ 4,200.00
18	EA	Street Light (HOA Owner)	\$ 7,700.00	\$ 138,600.00
1	EA	Electrical Pedestal	\$ 6,500.00	\$ 6,500.00
	EA	Lot Monument Setting Fee	\$ 550.00	\$ -
	LF	Sawcut A.C.	\$ 3.00	\$ -
	LF	Sawcut Concrete	\$ 3.00	\$ -
	SF	Cold Plane A.C. 2" Thick	\$ 0.28	\$ -
		Signing & Striping for		
	LF	Arterial	\$ 19.00	\$ -
	LF	Collector	\$ 13.00	\$ -
	LF	Local	\$ 7.00	\$ -
	EA	Traffic Signal (8 - Phase Controller)	\$ 350,000.00	\$ -
	EA	Modify existing Traffic Signal per Quadrant	\$ 75,000.00	\$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add \$7.00/LF for Removal of Existing Fence)	\$ 25.00	\$ -
		6 foot School fence (Add \$9.00/LF for Removal of Existing Fence)	\$ 35.00	\$ -
	EA	Utility Poles		
		Transmission	\$ 11,500.00	\$ -
		Distribution	\$ 8,000.00	\$ -
		Service	\$ 3,000.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract 20446 Trumark Homes

LOCATION : SE Corner East Preserve Loop & Legacy Park Street

By: Paul Schenck

DATE: July 23, 2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	\$ 15.00	\$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	\$ 300.00	\$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	\$ 500,000.00	\$ -
	SF	Track Crossing (Concrete)	\$ 175.00	\$ -
	SF	Approach	\$ 4.00	\$ -
8	EA	S.W. Ramps (A.D.A. Compliant)	\$ 4,000.00	\$ 32,000.00
	EA	Traffic Signal Loops	\$ 600.00	\$ -
100	SF	4" to 6" Fresno River Cobble Pavement	\$ 10.00	\$ 1,000.00
	LF	Metal Beam Guard Rail	\$ 70.00	\$ -
62,220	SF	Slurry Seal	\$ 0.12	\$ 7,466.40

STREETS				
		STREET SUBTOTAL		\$ 519,029.30
	LS	Mobilization (5% of Construction Cost)	5%	\$ 25,951.47
	LS	Traffic Control (5% of Construction Cost)	5%	\$ 25,951.47
	LS	Clear & Grub Site (5% of Construction Cost)	5%	\$ 25,951.47
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	\$ 25,951.47
GRAND TOTAL STREETS ONLY				\$ 622,835.16



CITY OF CHINO

ENGINEERING COST ESTIMATE

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Quantity	Unit	Item	Unit Price	Total Cost Per Item
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WATER

	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding & Compaction (Imported)	\$ 90.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
	LF	Removal, Disposal of ACP and Backfill	\$ 150.00	\$ -
	EA	6" Gate Valve	\$ 2,000.00	\$ -
	EA	8" Gate Valve	\$ 2,600.00	\$ -
	EA	12" Gate Valve	\$ 4,500.00	\$ -
	EA	18" Gate Valve	\$ 7,500.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ -
	EA	Blow-off Assembly 4" per City Std.	\$ 8,600.00	\$ -
	EA	1" Air Relief Assembly	\$ 4,500.00	\$ -
	EA	1" Water Service/Meter	\$ 3,500.00	\$ -
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -

WATER

		WATER SUBTOTAL		\$ -
1	LS	Punchlist Items prior to City turnover	\$ 25,000.00	\$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
GRAND TOTAL WATER ONLY				\$ 25,000.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

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Quantity	Unit	Item	Unit Price	Total Cost Per Item
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RECYCLED WATER

	LF	Trench Support/Shoring (6 foot depth)	\$ 15.00	\$ -
	CY	Pipe Bedding (Imported)	\$ 90.00	\$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 80.00	\$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	\$ 100.00	\$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 135.00	\$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	\$ 175.00	\$ -
	EA	6" Gate Valve	\$ 2,000.00	\$ -
	EA	8" Gate Valve	\$ 2,600.00	\$ -
	EA	12" Gate Valve	\$ 4,500.00	\$ -
	EA	18" Gate Valve	\$ 7,500.00	\$ -
	EA	Fire Hydrant Assembly per City Std.	\$ 7,500.00	\$ -
	EA	Blow-off Assembly 5" per City Std.	\$ 8,600.00	\$ -
	EA	2" Air Relief Assembly	\$ 4,500.00	\$ -
	EA	1" Water Service/Meter	\$ 3,500.00	\$ -
	EA	2" Water Service/Meter	\$ 4,500.00	\$ -

RECYCLED WATER

		RECYCLED WATER SUBTOTAL		\$ -
	LS	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
GRAND TOTAL RECYCLED WATER ONLY				\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract 20446 Trumark Homes
 LOCATION : SE Corner East Preserve Loop & Legacy Park Street
 By: Paul Schenck
 DATE: July 23, 2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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SEWER				
	LF	Trench Support/Shoring	\$ 15.00	\$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$75.00	\$ -
	LF	6" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$85.00	\$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	\$93.00	\$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$123.00	\$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$143.00	\$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$163.00	\$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$193.00	\$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	\$208.00	\$ -
	EA	Sewer Saddle	\$450.00	\$ -
	EA	Wyes 4" x 8" Typical	\$225.00	\$ -
	EA	48" Sewer Manhole	\$4,700.00	\$ -
	EA	60" Sewer Manhole	\$7,500.00	\$ -
	EA	Sewer Cleanout	\$1,800.00	\$ -

SEWER				
		SEWER SUBTOTAL		\$ -
1	LS	Punchlist Items prior to City turnover	\$ 25,000.00	\$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ -
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
GRAND TOTAL SEWER ONLY			\$	25,000.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract 20446 Trumark Homes

LOCATION : SE Corner East Preserve Loop & Legacy Park Street

By: Paul Schenck

DATE: July 23, 2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	\$ 230.00	\$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	\$ 250.00	\$ -
	EA	Storm Drain Manhole #1	\$ 10,000.00	\$ -
	EA	Junction Structure #2 (24" or larger)	\$ 8,850.00	\$ -
	EA	Junction Structure #4 (24" or smaller)	\$ 4,000.00	\$ -
	EA	Outlet Structure	\$ 7,000.00	\$ -
	EA	Catch Basin 3.5' Width	\$ 7,200.00	\$ -
	EA	Catch Basin 7' Width/L.D.	\$ 7,900.00	\$ -
	EA	Catch Basin 10' Width/L.D.	\$ 9,950.00	\$ -
	EA	Catch Basin 14' Width/L.D.	\$ 11,000.00	\$ -
	EA	Catch Basin 21' Width/L.D.	\$ 13,000.00	\$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 200.00	\$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 240.00	\$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 260.00	\$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 280.00	\$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 295.00	\$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 310.00	\$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 320.00	\$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 330.00	\$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 360.00	\$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 385.00	\$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 440.00	\$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 500.00	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract 20446 Trumark Homes
LOCATION : SE Corner East Preserve Loop & Legacy Park Street
By: Paul Schenck
DATE: July 23, 2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 560.00	\$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 625.00	\$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 690.00	\$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 765.00	\$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 830.00	\$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 920.00	\$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,075.00	\$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 700.00	\$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 820.00	\$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 870.00	\$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,000.00	\$ -
	LF	9' x 12' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 1,100.00	\$ -
	LF	4' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	\$ 680.00	\$ -
	EA	36" CSP RISER	\$ 2,500.00	\$ -
	LF	30" CSP PIPE, 14 GUAGE	\$ 240.00	\$ -
	LF	24" CSP PIPE, 14 GUAGE	\$ 200.00	\$ -
	EA	CONCRETE COLLAR	\$ 600.00	\$ -
	EA	BRICK & MORTAR PLUG	\$ 300.00	\$ -

STORM DRAIN				
		STORM DRAIN SUBTOTAL		\$ -
1	LS	Punchlist Items prior to City turnover	\$ 25,000.00	\$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	5%	\$ -



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract 20446 Trumark Homes

LOCATION : SE Corner East Preserve Loop & Legacy Park Street

By: Paul Schenck

DATE: July 23, 2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
	LS	Traffic Control (5% of Construction Cost)	5%	\$ -
GRAND TOTAL STORM DRAIN ONLY			\$	25,000.00



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract 20446 Trumark Homes
LOCATION : SE Corner East Preserve Loop & Legacy Park Street
By: Paul Schenck
DATE: July 23, 2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		\$ 622,835.16
		GRAND TOTAL WATER ONLY		\$ 25,000.00
		GRAND TOTAL RECYCLED WATER ONLY		\$ -
		GRAND TOTAL SEWER ONLY		\$ 25,000.00
		GRAND TOTAL STORM DRAIN ONLY		\$ 25,000.00
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		\$ 697,835.16

PROJECT ADDITIVES		<i>Project Contingencies</i>	10%	\$ 69,783.52
		<i>Construction Staking</i>	3%	\$ 20,935.05
		<i>Soils Testing</i>	1%	\$ 6,978.35
		<i>Material Testing</i>	1%	\$ 6,978.35
		<i>Construction Inspection</i>	4.8%	\$ 33,496.09
		<i>Contract Administration</i>	1%	\$ 6,978.35
		GRAND TOTAL (FOR BOND AMOUNTS)		\$ 842,984.87



CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract 20446 Trumark Homes
LOCATION : SE Corner East Preserve Loop & Legacy Park Street
By: Paul Schenck
DATE: July 23, 2024

Quantity	Unit	Item	Unit Price	Total Cost Per Item
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BY ENGINEER

Prepared By: C. Berard
R.C.E. Number: 45183
Expiration: _____



Place R.C.E. Stamp and Signature Here (required)

BY CITY

Faithful Performance Bond (100% of Construction Cost)	\$ 843,000.00
Labor & Material Bond (50% of Construction Cost)	\$ 421,500.00
Warranty Bond (10% of Construction Cost)	\$ 84,300.00

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL

TRACT MAP NO. 20446 (PL21-0045 MSA and PL21-0057)

DATE: July 25, 2022 PC MEETING DATE: September 19, 2022PROJECT DESCRIPTION: 21.90 acre Master Site Approval for the future development of 114 SFR.PROJECT LOCATION: 8340 Chino Corona RoadAPPLICANT: Chino Preserve Development Corp PROJECT ENGINEER: Felicia Marshall

PRIOR TO THE FIVE MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE DIRECTOR OF DEVELOPMENT SERVICES SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS INCLUDING THE CONSTRUCTION DRAWINGS.

COMPLY WITH ALL CONDITIONS OF APPROVAL FROM TENTATIVE TRACT MAP 16420 – (AMENDED) INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF OFFSITE PUBLIC IMPROVEMENTS NEEDED TO SERVE THE PROJECT.

1.0 PRIOR TO MAP RECORDATION:

- 1.1 Provide a preliminary Title Report no older than 60 days.
- 1.2 Submit a preliminary soils report to the project engineer for review and approval in accordance with Government Code, Section 66434.5.
- 1.3 Make the following dedications:

<u>Street Name</u>	<u>Distance</u>	<u>Direction From C/L</u>
<u>Chino Corona Road</u>	<u>66 feet R/W</u>	<u>33 feet each side</u>
<u>Legacy Park Street</u>	<u>40 feet</u>	<u>½ width to the south</u>
<u>East Preserve Loop</u>	<u>83 feet R/W</u>	<u>40 feet to the west and 43 feet to the east</u>
<u>A through F Street</u>	<u>60 feet R/W</u>	<u>30 feet each side</u>

- 1.3a Dedicate to the City a 25-foot wide public utility easement, located at the south end of the tract (Lot F).
- 1.3b Prepare and record necessary drainage easements to implement the project in accordance with drainage law.
- 1.3c Easements:
 - 1 foot sidewalk easements at right-of-way radial corner returns.
- 1.4 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities including, but not limited to, right-of-way landscaping, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity.

Reviewed/Approved By: JP Date: 9/7/22

- 1.5 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 2.7. All security must be accessible to the City at any time and in a form acceptable to the Assistant City Manager, pursuant to Government Code, Section 66499.
- 1.6 Tract 16420 (amended) map will dedicate and require surety for portions of offsite improvements within the TTM 20446 area. Further, TTM 20446 is intended to be recorded in two phases. Each phase may be recorded independent of the other. Applicants for each phase must post surety related to improvements within each respective map phase.
- 1.7 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.
- 1.8 Submit an exhibit with a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection. Please provide one alternate street name for each street.
- 1.9 Comply with all applicable requirements of the City Municipal Code.
- 1.10 Existing pedestrian facilities on the frontage of the development, open to the public within the development, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities, including crosswalks, created by, prolonged from, or connected to any required sidewalks improvements. The frontage may include sidewalks, curb ramps, connecting crosswalks (marked and unmarked), and their associated pedestrian facilities (on-street parking space, etc.).
 - a. The following existing improvements shall be made compliant with accessibility regulations as a part of this project:
 - i. park/recreation play facilities
 - ii. sidewalks/walks
 - iii. shared-use paths/multi-purpose paths
 - iv. curb ramps
 - v. crosswalk pavement and associated pedestrian facilities (pedestrian push buttons, maneuvering, clear space)
 - vi. driveway approaches crossings
 - vii. parking space
 - b. Improvements that are non-compliant with the accessibility standards in effect at the time of construction or alteration, shall be brought up to current accessibility standards. This work shall be incorporated into the scope of this project and shall be completed prior to acceptance by the City.
 - c. Improvements that are compliant with the accessibility standards in effect at the time of construction, shall be documented on a separate construction plan with detailed specifications (running and cross slopes of all pedestrian walking surfaces, locations and dimensions and slopes of maneuvering spaces and landings, width of sidewalk, width, and vertical clearance from obstructions). The accessibility of existing improvements will be verified by City inspection staff upon completion of the project. Discrepancies between documented existing conditions and existing conditions as measured by City staff shall be remedied and brought up to accessibility standards as part of the project.
- 1.11 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, plan check fees.

- 1.12 Provide evidence of sufficient stormwater treatment capacity availability for the Mill Creek Wetlands.

**2.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION/
PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:**

- 2.1 Record Tract Map No.20446 pursuant to the Subdivision Map Act and in accordance with City Municipal Code. Provide a duplicate photo Mylar of the recorded map to the City Engineer's office.
- 2.2 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.
- 2.3 Provide a parking plan with summary that is subject to review and approval by the City Traffic Engineer.
- 2.4 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Drainage Plan by identifying off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures.
- 2.5 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.
- 2.6 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.
- 2.7 Design full public improvements for all impacted and interior streets/facilities in accordance with the City Municipal Code, Standards and Specifications. Such public improvements may include, but not be limited to the following: (Please coordinate and verify all requirements with the project engineer.)

	"A" – "F"	Street Names		
		East Preserve Loop	Chino Corona Road	Legacy Park Street
Curb & Gutter (Offset from Centerline)	18' both sides	27' both sides	20' both sides	20' both sides
Sidewalk (Width)	5' both sides	6' on east and 5' on west side	5' both sides	10' on south side
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	16'	25'	18'	18'
Asphalt Concrete Overlay				
Street Lights	X	X	X	X
Median Island and Landscaping		X		
Parkway Landscaping	X	X	X	X
Striping and Traffic Controls	X ¹	X	X	X
Traffic Signal Interconnect				
Conduit System for CATV	X	X		X
Sewer ⁴	X	X		X
Storm Drain ³	X	X		X
Domestic Water	X ²			
Recycled Water	X ⁸	X	X	X
Fire Hydrants as required by CVIFD	X	X	X	X
Other: Landscape Lot		X ⁵	X ⁶	X ⁷

¹ Paint 20' white curb adjacent to community mailboxes per CMC 10.28.040 (C), white paint indicates 3-minute parking for mailboxes. White curb shall not overlap with red curb at corners or crosswalks.

² Public water mains shall not extend into lettered lots.

³ Line F Storm drain must be complete for this tract to tie into. There are also improvements that are required to the system to the south of the tract, which ties into Line F.

⁴ The proposed sewer connects at the south end of Main Street. Sewer improvements from the tract will need to extend to the south, into Chino Corona Road, and continue southwest.

The sewer in Lot E, Lot G, and Lot H shall be private.

⁵ The landscape lots for East Preserve Loop varies from 8' to 10' on the east side of the street.

⁶ The landscape lots for Chino Corona Road is 10' on the west side of the street.

⁷ The landscape lots for Legacy Park Street is 5' on the south side of the street.

⁸ Recycled water mains are not required in-tract, but the parkways within the tract must use recycled water.

- 2.8 All improvements shall comply with federal, state, and local accessibility regulations and standards. The review or approval of plans and specifications by the City does not permit the violation of any section of the federal law, state law, building code, or local ordinance. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by City's Accessibility Coordinator and City Engineer.
- 2.9 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, pursuant to City Municipal Code, Chapter 13.32.

- 2.10 Prepare and submit a sewer collection system analysis to determine if downstream facilities are adequate to handle the proposed development. The analysis will evaluate the proposed point(s) of connection and determine if there are any system deficiencies or needed improvements in order for the proposed development to be connected to the City's sanitary sewer collection system. The study shall be an amendment to update the latest Sewer Master Plan for the Subarea 2 (The Preserve) for the identified tributary areas in the master that are different from the proposed project site.
- 2.11 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, the Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF). The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code, Chapter 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.
- Developer is solely responsible for remaining informed about changes in the fee amounts. City shall have no obligation to inform Developer of changes in the fee amounts unless Developer requests notice of such changes, pursuant to Government Code Section 66019(b) and Chino Municipal Code Chapter 3.40.080(B) or 3.45.080(B).
- 2.12 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml
- 2.13 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.
- 2.14 Any future maintenance and repair of domestic or fire service laterals and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.
- 2.15 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Public Works Environmental staff and Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed (per City Standard No. 465).
- 2.16 City staff shall determine the type of water (potable or recycled) to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of permit issuance.

- 2.17 All public street corners shall have a minimum curb radii per City Municipal Code, Chapter 19.06 and City Standards and Specifications.
- 2.18 Provide adequate sight distance (per City Standard No. 865) for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.
- 2.19 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.
- 2.20 Comply with all requirements of the Traffic Impact Analysis (TIA) dated July 5, 2022 including construction of required improvements and mitigation measures as shown on the Mitigation Monitoring and Reporting Program, to mitigate impacts.

3.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

- 3.1 Construct and secure Development Services Department approval of all public facilities enumerated under Section 2.7 above (per Resolution No. 88-23).
- 3.2 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval
- 3.3 Pay all remaining applicable fees pursuant to City Municipal Code.

4.0 PRIOR TO FINAL ACCEPTANCE/PROJECT CLOSEOUT:

- 4.1 Complete all Conditions of Approval listed under Sections 1-3 above.
- 4.2 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.
- 4.3 Submit to the City a letter from the surveyor indicating monuments required for the map have been set and they have been fully paid for their services.
- 4.4 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD, Ersi GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

5.0 PINE AVENUE PUBLIC IMPROVEMENTS

- 5.1 The City shall design and the Developer shall construct per City Standards the following required improvements on Pine Avenue between Euclid and Mayhew Avenues to the satisfaction of the City Engineer. Applicant shall receive Development Impact Fee (DIF) credit for the construction of improvements identified in the City's latest DIF Nexus Study and any agreed to interim improvements:
- a. Widen Pine Avenue to provide two westbound lanes, a two-way left turn lane, and two eastbound lane. Provide two westbound left turn lanes and two northbound right turn lanes at the Euclid Avenue intersection. Improvements shall include but are not limited to AC pavement, curb, gutter, traffic signal modification, signing, and striping.
 - b. Restripe Pine Avenue to increase the capacity of the two westbound left turn lanes at the Pine & Euclid intersection to the satisfaction of the City.
 - c. Install temporary striping to accommodate a transition between lane configurations at Mayhew Avenue.
 - d. Slurry seal along streets impacted by the construction of public improvements as directed by City staff. Install traffic controls, signing and striping per approved plans.
- 5.1.a Within one year of obtaining right-of-way from the applicable offsite property owners and obtaining required permits from the State and federal agencies, construct and secure Development Services Department approval of all required improvements.
- 5.2 The developer shall construct Pine Avenue between Meadowhouse Avenue and Rincon Meadows Avenue, generally described as Pine Avenue Stage 3, including northerly side ultimate width, curb, gutter, sidewalk, parkway, and street lights, two (2) through lanes in each direction and related public improvements including traffic control. This condition shall apply to entitlements approved after or on the date of the approval of this tentative map.
- 5.2.a Within one year of obtaining required permits from local, State and federal agencies, construct and secure Development Services Department approval of all required improvements in accordance with plans approved by the City. The City shall, at its discretion, have the ability to restrict the issuance of building permits should the Developer not construct and complete all required improvements prior to the one year period.

**CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION**

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NO. Error! Reference source not found.

PROJECT ENGINEER: Felicia Marshall

DATE: 7/19/2022

- ☒ A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
- ☒ 1 Copy of Development Engineering Division Conditions of Approval
- ☒ 2 Sets of Maps (Subdivision Only)
- ☒ 2 Copies of preliminary Title Report (no older than six months) (Subdivision Only)
- ☒ 2 Copies of Closure Calculations (Subdivision Only)
- ☒ 1 Set of Referenced Maps (Subdivision Only)
- ☒ 2 Copies of Preliminary Soils Report (no older than sixty days)
- ☐ 2 Copies of lot line adjustment certificate
- ☐ 2 Copies of lot merger
- ☐ 2 Copies of right-of-way dedication
- ☐ 4 Sets of Rough Grading Plans
- ☒ 5 Sets of Precise Grading Plans
- ☒ 4 Sets of Storm Drain Plans
- ☒ 2 Copies of Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
- ☒ 2 Copies of Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
- ☒ 3 Sets of Street Improvements Plans
- ☒ 3 Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
- ☒ 2 Sets of Sewer Plans
- ☒ 3 Sets of Domestic Water Plans
- ☒ 2 Sets of Recycled Water Plans
- ☒ 2 Sets of Street Light Plans including a Photometric Diagram
- ☒ 2 Copies of Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
- ☒ 2 Sets of Signing and Striping Plans
- ☐ 1 Sets of Traffic Signal Interconnect Plans
- ☐ 2 Sets of Traffic Signal Plans
- ☒ 1 Water Quality Management Plan

EXHIBIT "C"

TRACT MAP NO. 20446

TRUMARK HOMES LLC

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Chino for the above-referenced Subdivision, Subdivider hereby warrants to the City of Chino that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is


required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Chino.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: October 23, 2024

TH The Preserve Chino LLC, a California limited liability company

By:



Richard P. Douglass
Authorized Agent

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

**UNANIMOUS WRITTEN CONSENT
OF SOLE MEMBER AND MANAGER OF
TH THE PRESERVE CHINO LLC,
a California limited liability company**

The undersigned, Trumark Homes LLC, a California limited liability company ("**Member**"), is the sole member of TH THE PRESERVE CHINO LLC, a California limited liability company (the "**Company**"), does hereby consent by this writing (the "**Consent**") to take the following actions, adopt the following resolutions, and transact the following business of the Company. Any capitalized terms used and not otherwise defined herein shall have the meaning set forth in that certain Operating Agreement of Company dated as of March 14, 2024 (the "**Operating Agreement**").

**APPOINTMENT OF AUTHORIZED AGENT
AND DELEGATION OF SIGNING AUTHORITY**

WHEREAS, Company is acquiring and is developing a residential development project located in the City of Chino, County of San Bernardino, State of California, more commonly known as The Preserve (the "**Project**").

WHEREAS, Member is the sole member of Company, and is also the Manager of the Company ("**Manager**"), and Gregg A. Nelson is the manager of Member, and has the power and authority to carry out the resolutions adopted by this Consent and to execute any and all documents on behalf of the Company.

WHEREAS, pursuant to Section 4 of the Operating Agreement, the Manager has the authority to appoint officers and agents and to delegate to the officers and agents the authority to make any decisions, sign any documents or otherwise bind the Company, that the Manager is entitled to undertake without the approval of the Member.

WHEREAS, the Member and Manager deem it to be in the best interests of the Company to appoint an authorized agent of the Company to assist with the management of the Project.

RESOLVED, that the Manager of the Company hereby appoints Richard P. Douglass ("**Douglass**") as "Authorized Agent" of the Company to assist with the management of the Project, and hereby authorize him, acting in his capacity as Authorized Agent of the Company, to do the following:

- (i) To sign and deliver on Company's behalf all purchase and sale agreements, and any amendments thereto, and other documents and agreements necessary or advisable to consummate the purchase of the Project and/or development of the Project on terms acceptable to, and in a form approved by the Manager; and
- (ii) To sign and deliver on Company's behalf any agreements, documents, bonds, including replacement bonds, and any other related transaction documents

required to complete the development of the Project, in a form approved by, the Manager.

RESOLVED FURTHER, that Douglass, acting alone is authorized and directed to take any and all action authorized to be taken in his capacity as Authorized Agent as set forth in these resolutions.

OMNIBUS RESOLUTIONS

RESOLVED, that the Manager and Douglass, are, and each acting alone, is hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, to make any necessary filings and to take such further action as such Manager and Douglass shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such Manager or Douglass prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby approved, ratified and confirmed as the acts and deeds of the Company.

RESOLVED FURTHER, that this Consent may be executed in counterpart and any signature on this Consent transmitted by facsimile or other electronic means shall be deemed an original signature.

RESOLVED FURTHER, that this Consent shall be filed with the Manager of the Company (who are instructed to insert it in records of the Company), and shall be deemed effective for all purposes as of the date set forth below.

(Signatures on next page)

Signature Page to Unanimous Written Consent of Sole Member and Manager of
TH The Preserve Chino LLC

Effective Date: August 27, 2024

SOLE MEMBER AND MANAGER:

TRUMARK HOMES LLC,
a California limited liability company

By: Gregg A. Nelson
Gregg A. Nelson, Manager



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Bond No. PB00224600533

Premium: \$100.00 / year

MONUMENT BOND

Subdivision Map Act Bond Format

WHEREAS, **TH The Preserve Chino LLC, a California limited liability company**, hereinafter designated as "Principal", desires to record a final map for the development identified as: **Tract Map No. 20446**

WHEREAS, pursuant to Article 9, Chapter 1, Division 2, SUBDIVISION, of the Government Code of the State of California, the interior monuments shown on said final map need not be set at the time the map is recorded and said "Principal" wishes to have the interior monuments set after the time the map is recorded. Said "Principal" agrees to furnish a security guaranteeing the cost of setting such monuments.

NOW, THEREFORE, We, the "Principal" and **Philadelphia Indemnity Insurance Company**, as Surety, are held and firmly bound unto the **City of Chino, State of California** in the penal sum of **Eight Thousand Three Hundred Eighty-Five and 00/100ths Dollars (\$8,385.00)**, 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 conditions of this obligation is such that if the monuments are set, and the engineer or surveyor setting the final monuments shall have been paid, 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 amount of deposit specified above, it is agreed that we shall pay the costs and reasonable expenses and fees, including reasonable attorney's fees, if any, incurred by the City in successfully enforcing such obligation against us, 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 of the specifications accompanying the same shall in anyway 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 the principal and surety above named, on October 22, 2024.

Principal

Surety

TH The Preserve Chino LLC, a California limited liability company **Philadelphia Indemnity Insurance Company**

By: _____

Richard P. Douglas
Authorized Agent

By: _____

Jan Rivera
Jan Rivera, Attorney-in-fact

ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

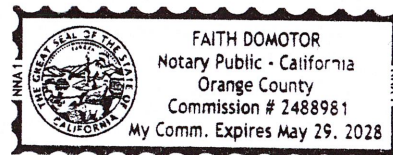
On October 23, 2024 before me, Faith Domotor, Notary Public,
Date Insert Name and Title of Officer

personally appeared Richard P. Douglass, who proved
Name(s) of Signer(s)

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.



Faith Domotor
(Signature of Notary Public)

Place Notary Seal Above

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 10-22-2024 before me, Lisa Marie Saumur, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jan Rivera
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 [Signature]
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: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Lourdes Landa, Mark Rosskopf, Lisa Saumur, Terri Amsbury, Jan Rivera** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

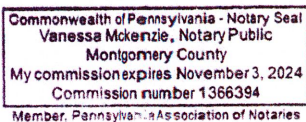
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of October, 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Bond No.: PB00224600532
Contract No.: 2025-163
Approved: 10/1/2024

FAITHFUL PERFORMANCE BOND

Tract Map No. 20446

Premium: \$6,322.00 / year

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and TH The Preserve Chino LLC, a California limited liability company _____, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated October 1, 2024, and identified as Project No. Tract Map No. 20446, 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 Philadelphia Indemnity Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Eight Hundred Forty-Three Thousand and 00/100ths Dollars (\$843,000.00) 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 October 22, 2024.

TH The Preserve Chino LLC, a California
limited liability company
PRINCIPAL

By:


Richard P. Douglass
Authorized Agent

Philadelphia Indemnity Insurance Company
SURETY

By:


Jan Rivera, Attorney-in-Fact

SIGNATURES MUST BE NOTARIZED

ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

)

COUNTY OF ORANGE)

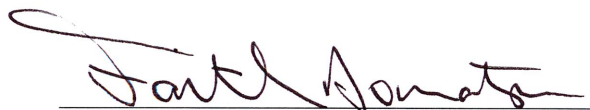
On October 23, 2024 before me, Faith Domotor, Notary Public,
Date Insert Name and Title of Officer

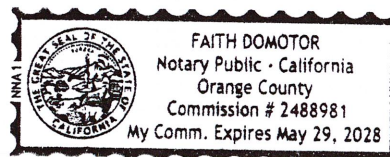
personally appeared Richard P. Douglass, who proved
Name(s) of Signer(s)

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 of Notary Public)



Place Notary Seal Above

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 10-22-2024 before me, Lisa Marie Saumur, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Jan Rivera
 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 [Signature]
 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: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Lourdes Landa, Mark Rosskopf, Lisa Saumur, Terri Amsbury, Jan Rivera** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

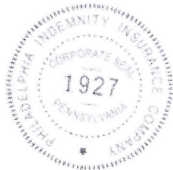
RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

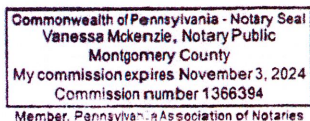


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of October, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond No.: PB00224600532
Contract No.: 2025-163
Approved: 10/1/2024

LABOR AND MATERIAL BOND

Tract Map No. 20446

Premium: Included

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and TH The Preserve Chino LLC, a California limited liability company, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated October 1, 2024, and identified as Project No. Tract Map No. 20446, 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. Philadelphia Indemnity Insurance Company

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, material, men, 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 Four Hundred Twenty-One Thousand Five Hundred and 00/100ths Dollars (\$ 421,500.00) 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 October 22, 2024.

TH The Preserve Chino LLC, a California
limited liability company

PRINCIPAL

By:

Richard P. Douglass
Authorized Agent

Philadelphia Indemnity Insurance Company

SURETY

By:

Jan Rivera, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

ALL-PURPOSE ACKNOWLEDGMENT

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

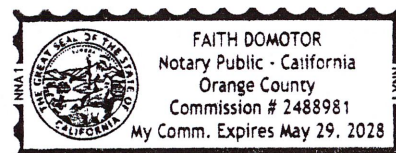
STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)


On October 23, 2024 before me, Faith Domotor, Notary Public,
Date Insert Name and Title of Officer

personally appeared Richard P. Douglass, who proved
Name(s) of Signer(s)
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 of Notary Public)

Place Notary Seal Above

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 10-22-2024 before me, Lisa Marie Saumur, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jan Rivera
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 [Signature]
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: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Lourdes Landa, Mark Rosskopf, Lisa Saumur, Terri Amsbury, Jan Rivera** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

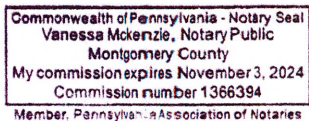
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of October, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond No.: PB00224600532
Contract No.: 2025-163
Approved: 10/1/2024

WARRANTY BOND

Tract Map No. 20446

Premium: Included

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and TH The Preserve Chino LLC, a California limited liability company, 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 October 1, 2024, and identified as Project No. Tract Map No. 20446, 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 Philadelphia Indemnity Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Eighty-Four Thousand Three Hundred and 00/100ths Dollars (\$ 84,300.00) 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 October 22, 2024.

TH The Preserve Chino LLC, a California
limited liability company

PRINCIPAL

By:

Richard P. Douglass
Authorized Agent

Philadelphia Indemnity Insurance Company
SURETY

By:

Jan Rivera, Attorney-in-Fact

SIGNATURE(S) MUST BE NOTARIZED

ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

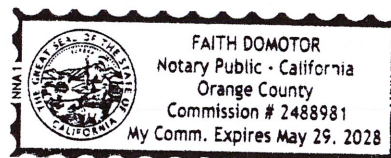
On October 23, 2024 before me, Faith Domotor, Notary Public,
Date Insert Name and Title of Officer

personally appeared Richard P. Douglass, who proved
Name(s) of Signer(s)

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.



Faith Domotor
(Signature of Notary Public)

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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State of California)
County of Orange)
On 10-22-2024 before me, Lisa Marie Saumur, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jan Rivera
Name(s) of Signer(s)

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Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
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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: _____

Signer's Name: _____
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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Lourdes Landa, Mark Rosskopf, Lisa Saumur, Terri Amsbury, Jan Rivera** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

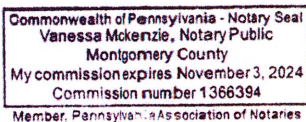
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

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Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of October, 20 24

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: OCTOBER 1, 2024

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, PUBLIC WORKS DIRECTOR

SUBJECT

Replacement Subdivision Improvement Agreements for Tract Map Nos. 20446 & 20446-1 (Block 3) in The Preserve.

RECOMMENDATION

1) Approve a replacement Subdivision Improvement Agreement and securities with TH The Preserve Chino LLC, a California limited liability company for Tract Map No. 20446; 2) approve a replacement Subdivision Improvement Agreement and securities with Century Communities of California, LLC, a Delaware limited liability company for Tract Map No. 20446-1; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above will further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

In 2008, the City's Planning Commission approved an "A" level Master Site Approval and Tentative Tract Map No. 16420 to subdivide 522 acres of land generally located south of Pine Avenue, west of Hellman Avenue, and north and east of Chino Corona Road for what is known as the South of Pine area in The Preserve. The purpose of the original Master Site Approval was to establish large parcels, and phase major backbone street systems for both future residential and non-residential development within the master plan area.

On February 23, 2022, the City's Planning Commission conditionally approved a Development Modification to the Master Site Approval and Tentative Tract Map No. 16420. The modification removed the phased development concept originally approved, divided the larger land area into smaller lots to be reconveyed for development, and established improvement areas for future development. It is important to note that the Developer modification also incorporated conditions of approval for improvements along Pine Avenue for associated developments within the larger project area to help facilitate needed improvements to the area.

Subsequently, on September 19, 2022, the City's Planning Commission approved Master Site Approval PL21-0045 and Tentative Tract Map No. 20446 to create 114 numbered lots and 7 lettered lots to accommodate 114 single-family homes (known as "Block 3"). This project is generally located on the north side of Chino Corona Road between East Preserve Loop and Legacy Park Street as shown in Exhibit A. Tract Map No. 16420 (as amended) required surety for portions of offsite improvements within the Tentative Tract Map No. 20446 area.

As a result, the City Council approved Chino Preserve Development Corporation's ("developer") Final Tract Map No. 16420-5 on November 21, 2023, to subdivide 24.91 acres within Block 3 as shown in Exhibit B.

On February 6, 2024, the City Council approved the developer's Final Tract Map No. 20446 and No. 20446-1. This subdivided the previously approved Tract Map No. 16420-5 for the development of a 10.78-acre subdivision consisting of 55 single-family residential units (Tract Map No. 20446) and a 10.53-acre subdivision consisting of 59 single-family residential units (Tract Map No. 20446-1). These subdivisions are in the Low-Density Residential land use designation area of The Preserve within Block 3, as shown on Exhibit C and C-1.

The Engineering Conditions of Approval (COA) for Block 3 required public improvements including, but not limited to curb, gutter, sidewalk, streetlights, asphalt concrete pavement, median/parkway landscape, sewer, water, recycled water and drainage improvements. To guarantee the completion of these public improvements, the developer entered into a Subdivision Improvement Agreement (SIA) and obtained the necessary securities for the improvements.

The requirements established during the tentative map approval have been fulfilled through the execution of the SIA for Tract Map Nos. 20446 and 20446-1, which were approved by the City Council in February 2024. Additionally, the necessary securities have been posted to guarantee the construction of public improvements conditioned for Block 3. The City Attorney reviewed and approved the SIA and respective securities, which are attached as Exhibit D and D-1.

ISSUES/ANALYSIS

Under typical conditions, a bond release occurs only after all required public improvements are completed. However, there are always exceptions. Recently, Chino Preserve Development Corporation sold Tract Map No. 20446 to TH The Preserve Chino LLC (its sole member and

CITY COUNCIL MEETING DATE: OCTOBER 1, 2024

TITLE: REPLACEMENT SUBDIVISION IMPROVEMENT AGREEMENTS FOR TRACT MAP NOS. 20446 & 20446-1 (BLOCK 3) IN THE PRESERVE.

PAGE: 3

manager is Trumark Homes LLC) and Tract Map No. 20446-1 to Century Communities of California, LLC. These new builders will take over the remaining work for each respective tract that was going to be completed by Chino Preserve Development Corporation. This transition requires new Subdivision Improvement Agreements and securities. The new builders provided updated cost estimates for the remaining work on each tract, leading the City to reduce Chino Preserve Development Corporation's bonds in line with the existing agreements, reflecting the work already completed and the tasks being handed over to the new builders.

The requirements made at the time of tentative map approval have been met by the execution of the replacement Subdivision Improvement Agreements for Tract Map Nos. 20446 and 20446-1 and by posting the necessary securities to guarantee the construction of the remaining public improvements conditioned for Block 3.

The City Attorney reviewed and approved the new Subdivision Improvement Agreements and respective securities, which are attached as Exhibit E and E-1.

Attachments:	Exhibit A	Location Map Master Site Approval PL21-0045
	Exhibit B	Location Map Tract Map No. 16420-5
	Exhibit C	Location Map Tract Map No. 20446
	Exhibit C-1	Location Map Tract Map No. 20446-1
	Exhibit D	Subdivision Improvement Agreement Tract Map No. 20446
	Exhibit D-1	Subdivision Improvement Agreement Tract Map No. 20446-1
	Exhibit E	Subdivision Improvement Agreement Tract Map No. 20446
	Exhibit E-1	Subdivision Improvement Agreement Tract Map No. 20446-1