

Contract No. 2017-312

Approved 5/2/2017 #11

## ***SUBDIVISION IMPROVEMENT AGREEMENT***

### ***TRACT MAP NO. 18972***

THIS AGREEMENT is entered into by and between the CITY OF CHINO, a Municipal Corporation of the State of California (hereafter called "the City") and LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION (hereafter called "the Subdivider").

WHEREAS, the Subdivider is the owner of certain real property situated in the City of Chino, County of San Bernardino, State of California, generally known and described as Tract Map No. 18972, which is the subject matter of this Agreement (hereafter called "the Property"); and

WHEREAS, the Subdivider has submitted an application to the City to subdivide the Property as Tract Map No. 18972 (hereafter called "the Map"); and

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

#### Article 1      Duty to Install Public Improvements

1.1 Requirements for Public Improvements. The Subdivider shall, at his/her/its own cost and expense, construct, install and complete all of the public improvements contained in Exhibit 1 in a good and workmanlike manner, according to the approved plans and specifications, and to the satisfaction of the Assistant City Manager/Director of Public Works or his designee, within two (2) years from the date of the City's approval of this Agreement, and within the time frame and subject to the conditions set forth in the Encroachment Permit that is issued for the required public improvements. The time for completion may be extended up to one (1) additional year by the City Council for good cause shown. The sum of Four Million Eight Hundred Eighty-Four Thousand Five Hundred and 00/100 dollars (\$4,885,500.00) is the estimated

construction cost of said improvements.

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

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

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

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

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

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

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

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

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

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

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

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

1.9 Payment of Labor and Materials. The Subdivider and its contractors shall pay for any materials, provision, provender and other supplies or equipment used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for a payment bond with respect to such work or labor, as required by Civil Code Section 9550.

## Article 2. Procedural Requirements

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

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

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

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

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

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

## Article 3. The Subdivider's Liabilities

3.1 Liability of the Subdivider. The Subdivider agrees that the use for any purpose and by any person of any or all of the work and public improvements required by this Agreement shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed public improvements thereon and therein; provided that acceptance by the City shall not eliminate, lessen or relieve the Subdivider of any obligations or undertakings contained in this Agreement. The issuance of any occupancy permits by the City for

any structures located within said subdivision shall not be construed to constitute an acceptance or approval of any of the public improvements required hereunder.

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

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

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

3.5 Liability for Personal Injuries. The City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever, in, on or about the subdivision of the Property or connected to the construction and installation of the work and public improvements required hereunder.

3.6 Release and Indemnification. The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused, and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any work or public improvement to the Property and upon premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to, and deaths of persons, and injuries to property or other interests, and all claims, demands, costs loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the Subdivider, Subdivider's agents, employees, and subcontractors, while engaged in the performance of said work or public improvements. Prior to the commencement of any work or public improvement required hereunder, the Subdivider shall furnish to the City satisfactory evidence of an insurance policy, written upon a form and by a company which meets with the approval of the City, insuring the City, its officers, agents, and employees against loss or liability which may arise during the work, or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. Minimum liability and property damage insurance shall be not less than \$500,000.00 for all damages arising out of bodily injury to or death of one person and not less than \$1,000,000.00 for all damages arising out of bodily injuries to or death of more than one person in any one occurrence; and not less than \$250,000.00 for all damages and/or destruction of property in any one occurrence and not less than \$500,000.00 for all damages and/or destruction of property during the policy period. Said policy shall be maintained in full force and effect during the life of this Agreement. Said policy shall state, by its terms and by an endorsement, that said policy shall not be canceled until the City shall have had at least ninety (90) days prior notice in writing of such cancellation.

#### Article 4. Inspection of Improvements

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

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

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

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

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

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

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

Article 5. Miscellaneous Provisions

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

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

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

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

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

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

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

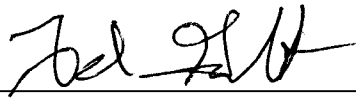
5.8 Invalidity. If any provisions of this Agreement shall be declared invalid, void, or unenforceable by a court of competent jurisdiction of the State of California, the remaining provisions shall continue in full force and effect.

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

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

Executed at Chino, California, on May 4, 2017.

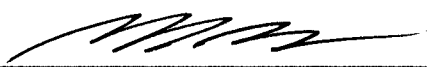
Approved as to Form:

  
City Attorney

Approved as to Content:

  
Jose Alire  
Assistant City Manager

LENNAR HOMES OF CALIFORNIA, INC.,  
A California Corporation

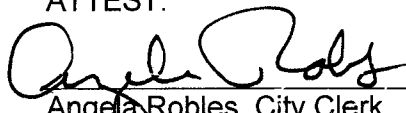
By:   
(Signature and Date)  
Name: Geoff Smith  
(Please type or print name)  
Title: Authorized Agent  
(Please type or print title)

CITY OF CHINO

  
Matthew Ballantyne, City Manager

Dated: 5.3.17

ATTEST:

  
Angela Robles, City Clerk

Dated: 5.4.2017

Attachment: Exhibit 1



## ***SUBDIVISION IMPROVEMENT AGREEMENT***

### ***EXHIBIT 1***

---

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

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

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Riverside }

On March 9, 2017 before me, Amy R. Williams Notary  
Date Insert Name and Title of the officer

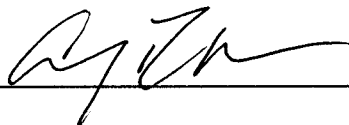
Public, personally appeared Geoff Smith

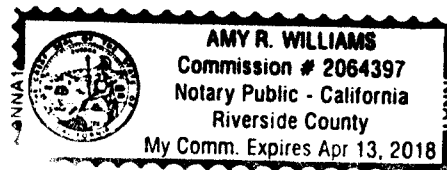
Name(s) of Signer(s)

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: 



## OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment 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)

Signers Name: \_\_\_\_\_

☐ Corporate Officer – Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signers Name: \_\_\_\_\_

☐ Corporate Officer – Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Bond No.: 024067353-M  
Contract No.: 2017-312  
Approved: 5/2/2017 #11  
\*ISSUED IN TRIPLICATE\*

**WARRANTY BOND**

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as Tract No. 18972, 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 Liberty Mutual Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Four Hundred Eighty-Eight Thousand Five Hundred and 00/100 Dollars (\$488,500.00) 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 March 16, 2017.

PRINCIPAL

SURETY

LENNAR HOMES OF CALIFORNIA, INC.  
A California Corporation

Liberty Mutual Insurance Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Geoff Smith  
Vice President

Print Name: Mechelle Larkin, Attorney-In-Fact

**SIGNATURE(S) MUST BE NOTARIZED**

Approved as to Form:

Not Required  
City Attorney City Engineer, David Gilbertson

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California )

County of Orange )

On MAR 16 2017 before me, Kathy R. Mair, Notary Public,  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----,  
[Name(s) of Signer(s)]

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

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



WITNESS my hand and official seal.

Kathy R. Mair  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

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

#### Description of Attached Document

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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Mechelle Larkin

- ☐ 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: \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6736089

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

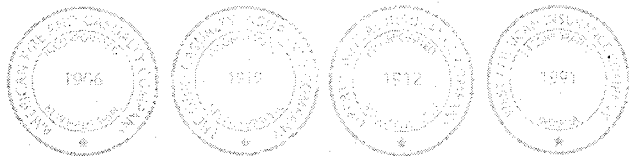
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham; Kari Davis; Jeffrey Strassner; Patricia S. Talavera; Natalie K. Trofimoff; Brenda Wong, all of the City of Los Angeles, State of California and Stephanie Banh; Mechelle Larkin; Irene Lau; Kathy R. Mair

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of October, 2014.



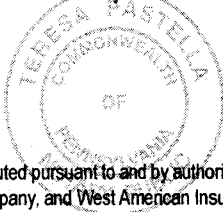
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 9th day of October, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

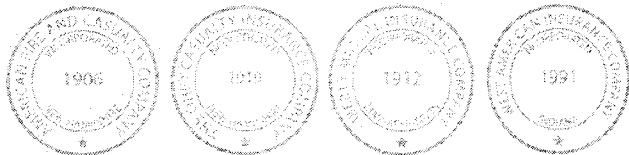
**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any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

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

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

MAR 16 2017

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# California All-Purpose Certificate of Acknowledgment

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

State of California )  
County of Riverside )

On March 20, 2017 before me, Beth Bruley, Notary Public,  
personally appeared Geoff Smith

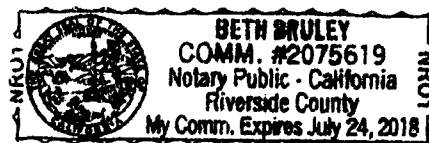
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s),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

Beth Bruley



(Seal)

Bond No.: 024067353  
Contract No.: 2017-312  
Approved: 5/2/2017 #11  
\*ISSUED IN TRIPLICATE\*

**FAITHFUL PERFORMANCE BOND**

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as Tract No. 18972, 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 Liberty Mutual Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Four Million Eight Hundred Eighty-Four Thousand Five Hundred and 00/100 Dollars (\$4,884,500.00) 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 March 16, 2017.

PRINCIPAL

LENNAR HOMES OF CALIFORNIA, INC.  
A California Corporation

By: \_\_\_\_\_

Print Name: Geoff Smith  
Vice President

SURETY

Liberty Mutual Insurance Company

By: \_\_\_\_\_

Print Name: Mechelle Larkin, Attorney-In-Fact

**SIGNATURES MUST BE NOTARIZED**

Approved as to Form:

Not Required  
~~City Attorney~~ City Engineer  
David Gilbertson

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California )

County of Orange )

On MAR 16 2017 before me, Kathy R. Mair, Notary Public,  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----  
[Name(s) of Signer(s)]

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

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



WITNESS my hand and official seal.

Kathy R. Mair  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

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

#### Description of Attached Document

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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Mechelle Larkin

- ☐ 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: \_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6736096

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

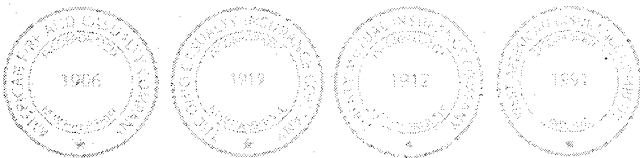
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham; Kari Davis; Jeffrey Strassner; Patricia S. Talavera; Natalie K. Trofimoff; Brenda Wong, all of the City of Los Angeles, State of California and Stephanie Banh; Mechelle Larkin; Irene Lau; Kathy R. Mair

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of October, 2014.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 9th day of October, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

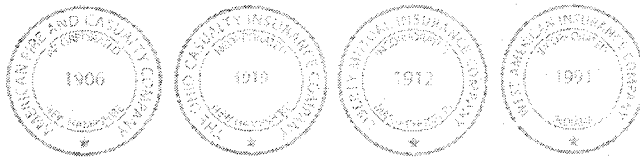
**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MAR 16 2017



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# California All-Purpose Certificate of Acknowledgment

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

State of California )  
County of Riverside )

On March 20, 2017 before me, Beth Bruley, Notary Public,  
personally appeared Geoff Smith

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

Beth Bruley



(Seal)

Bond No.: 024067353  
Contract No.: 2017-312  
Approved: 5/2/2017 #11  
\*ISSUED IN TRIPLICATE\*

**LABOR AND MATERIAL BOND**

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as Tract No. 18972, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Two Million Four Hundred Forty-Two Thousand Three Hundred and 00/100 Dollars (\$2,442,300.00) 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 March 16, 2017.

PRINCIPAL

LENNAR HOMES OF CALIFORNIA, INC.  
A California Corporation

By: \_\_\_\_\_

Print Name: Geoff Smith  
Vice President

SURETY

Liberty Mutual Insurance Company

By: \_\_\_\_\_

Print Name: Mechelle Larkin, Attorney-In-Fact

**SIGNATURES MUST BE NOTARIZED**

Approved as to Form:

Not Required  
~~City Attorney~~ City Engineer  
David Gilbertson

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California )

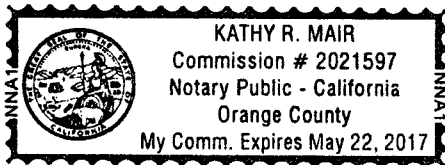
County of Orange )

On MAR 16 2017 before me, Kathy R. Mair, Notary Public,  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----  
[Name(s) of Signer(s)]

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

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



WITNESS my hand and official seal.

Kathy R. Mair

Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

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

### Description of Attached Document

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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Mechelle Larkin

- ☐ 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: \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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

Certificate No. 6736091

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham; Kari Davis; Jeffrey Strassner; Patricia S. Talavera; Natalie K. Trofimoff; Brenda Wong, all of the City of Los Angeles, State of California and Stephanie Banh; Mechelle Larkin; Irene Lau; Kathy R. Mair

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of October, 2014.

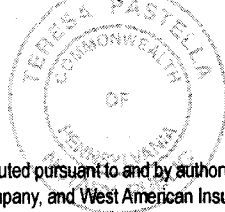
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 9th day of October, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 23, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

MAR 16 2017

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# California All-Purpose Certificate of Acknowledgment

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

State of California )  
County of Riverside )

On March 20, 2017 before me, Beth Bruley, Notary Public,  
personally appeared Geoff Smith

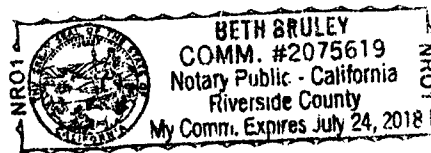
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Beth Bruley



(Seal)

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

COUNCIL MEETING DATE: MAY 2, 2017

**TO: MATTHEW C. BALLANTYNE, CITY MANAGER**  
**FROM: JOSE ALIRE, ASSISTANT CITY MANAGER/PUBLIC WORKS**  
**SUBJECT: FINAL TRACT MAP NO. 18972 (LENNAR HOMES OF CALIFORNIA, INC.).**

**RECOMMENDATION**

1) Approve Tract Map No. 18972; 2) approve the Subdivision Improvement Agreement and securities; and 3) authorize the City Manager to execute the necessary documents on behalf of the City.

**FISCAL IMPACT**

There is no direct fiscal impact to the City.

|              |               |
|--------------|---------------|
| Revenue:     | Expenditure:  |
| Transfer In: | Transfer Out: |

COUNCIL MEETING DATE: MAY 2, 2017  
SUBJECT: FINAL TRACT MAP NO. 18972 (LENNAR HOMES OF CALIFORNIA, INC.)  
PAGE 2

---

### **BACKGROUND**

Tract Map No. 18972 is presented by Lennar Homes of California, Inc., a California Corporation for City Council action. The property was formerly the location of a dairy equipment supply operation on approximately 20.8 acres located on the northwest corner of Eucalyptus Avenue and Euclid Avenue. The map will create a single lot for 147 detached condominium units and substantially conforms to Tentative Tract Map No. 18972, which was conditionally approved by the Planning Commission on December 21, 2015 (Exhibit A).

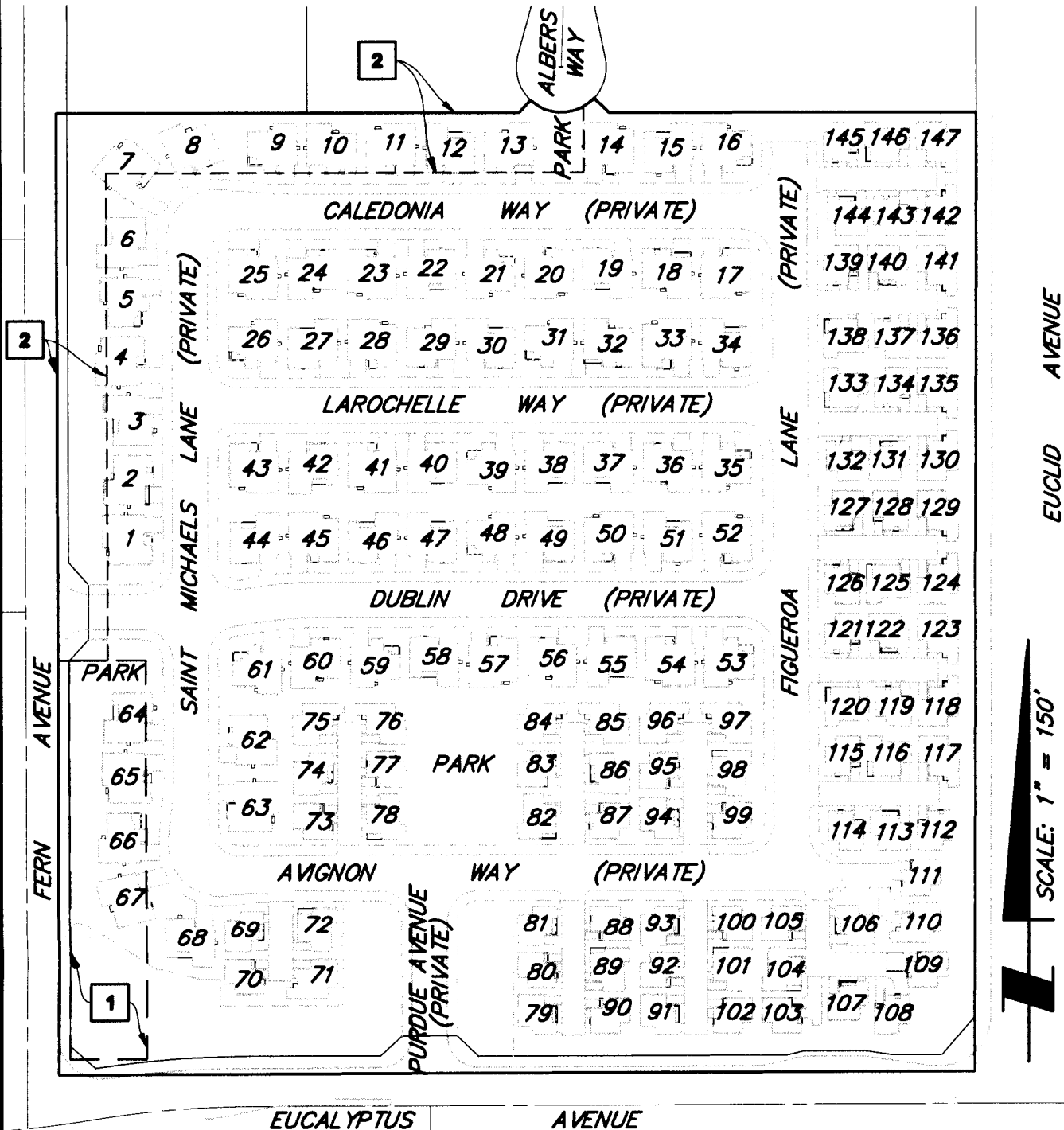
### **ISSUES/ANALYSIS**

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



# TRACT NO. 18972

## EXHIBIT "A"



SCALE: 1" = 150'

### EXISTING EASEMENTS

1

INDICATES AN OFFER OF DEDICATION FOR PUBLIC DRAINAGE AND INCIDENTAL PURPOSES TO BE ABANDONED.

2

INDICATES AN EASEMENT FOR DRAINAGE PURPOSES TO BE ABANDONED.

**SB&O INC.**  
PLANNING ENGINEERING SURVEYING