

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T37980 – CITRON AND TAYLOR
DWG24-030S – PWIM2024-0009
Non-Master Plan Improvements**

This Agreement is made and entered into as of this 20th day of November 2024, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and FPG TRICON CITRON CORONA PROPERTY LLC, a Delaware Limited liability Company with its principal offices located at, 27271 Las Ramblas #100, Mission Viejo CA 92691 (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **T37980 – Citron and Taylor** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one-year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done, or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code. The estimated cost of bonds for said work and improvements is the amount of **ONE MILLION FIVE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$1,564,800.00)** The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses, and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses, and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify, and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents, and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

EXHIBIT 2

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents, and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time may be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the other party by mail, postage prepaid, at the following addresses:

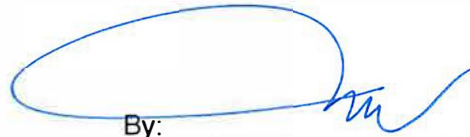
City:
The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:
FPG Tricon Citron Corona Property LLC
27271 Las Ramblas #100
Mission Viejo, CA 92691

IN WITNESS WHEREOF Developer has affixed his name, address, and seal.

FPG Tricon Citron Corona Property LLC,
a Delaware Limited liability Company, its Sole Member

FPG Investors B5, LLC,
a California Limited Liability Company



By: _____

Bryan Bergeron, Vice President, Forward
Planning

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

CITY OF CORONA

By: _____
City Clerk

By: _____
~~Mayor~~
Joanne Coletta, Planning and Development Director

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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.

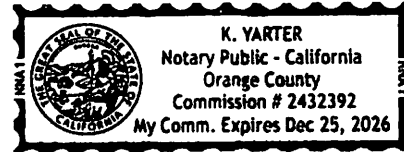
State of California
County of Orange)

On October 23, 2024 before me, K. Yarter, Notary Public
(insert name and title of the officer)

personally appeared Bryan Bergeron,
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 K. Yarter (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

SCHEDULE A

First American Title Insurance Company

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

File No.: **OSA-6979944**

Policy No.: **6979944**

Address Reference: APN 110-342-031, Corona, CA

Amount of Insurance: \$3,400,000.00

Premium: \$5,213.00

Date of Policy: September 23, 2024 at 4:34 PM

1. Name of Insured:

FPG Tricon Citron Corona Property LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

A Fee.

3. Title is vested in:

FPG Tricon Citron Corona Property LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

Real property in the City of Corona, County of Riverside, State of California, described as follows:

THE EASTERLY HALF OF LOT 1 IN BLOCK 52 OF LANDS OF THE SOUTH RIVERSIDE LAND AND WATER COMPANY, AS SHOWN BY MAP RECORDED IN BOOK 9, PAGE 6 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 110-342-031

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$1,564,800.00
Labor and Material	\$782,400.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: TRACT 37980
 Location: N.W. Corner of Citron Street & Taylor Avenue
 DWG No: 24-030S


DATE: 10/17/24

Description of Improvements <i>*Fill in as appropriate</i>	Construction Cost	Performance Bond	Labor & Materials
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	_____	_____	_____
2 Master-Planned R/W (Public) Improvements	_____	_____	_____
3 Interim Improvements (not including Grading Work)	_____	_____	_____
4 On-Site Public Improvements	\$ 1,203,679.81	\$ 1,564,800.00	\$ 782,400.00
5 On-site Non-public Improvements	_____	_____	_____
6 Additional Bond Improvements (beyond typical)	_____	_____	_____

NOTES:

- All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated total construction
- Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- A current title report shall be submitted for bonding purposes.

PREPARED BY:

Chris D. Hopper 

 Engineer's Name & Signature
 BAM CONSULTANT, INC.

 Company
 (951) 698-1213 chopper@bamconsultant.com

 Tel No/Email

10/17/24
 WET STAMP & DATE



QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS MAY 2024

Project#: TRACT 37980

Location: At the intersection of Citron Street & Taylor Avenue

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
Removal				
AC Berm/Dike	LF	\$ 8.00	215	\$ 1,720.00
AC Pavement	SF	\$ 3.00	1,947	\$ 5,841.00
Curb Only	LF	\$ 10.00		\$
Curb & Gutter	LF	\$ 16.00		\$
D/W Approach	SF	\$ 13.00		\$
Sidewalk	SF	\$ 8.00		\$
W/C Ramp	SF	\$ 8.00	164	\$ 1,312.00
Guard Rail	LF	\$ 10.00	51	\$ 510.00
Palm Tree	EA	\$ 3,500.00	2	\$ 7,000.00
Sawcut Exist. AC Pavement	LF	\$ 1.00	828	\$ 828.00
Grinding A.C. in place (28,197sf)	SY	\$ 0.60	3,122	\$ 1,873.20
Remove & relocate Palm Trees	EA	\$ 7,500.00	11	\$ 82,500.00
		SUBTOTAL		\$ 101,584.20
Relocation				
Power/Telephone Pole	EA	\$ 5,000.00		\$
Pull Boxes	EA	\$ 500.00		\$
Street Light	EA	\$ 6,000.00		\$
Street Sign	EA	\$ 400.00	2	\$ 800.00
Telephone Pedestal	EA	\$ 600.00	1	\$ 600.00
OTHER =		\$		\$
		SUBTOTAL		\$ 1,400.00
Asphalt				
AC Berm 6"	LF	\$ 35.00		\$
AC Berm 8"	LF	\$ 38.00		\$
AC Fog seal	SY	\$ 5.00		\$
AC Overlay (28,197 SF)	SY	\$ 8.00	3,133	\$ 25,064.00
AC Pavement				
Asphalt (4,523sf x 0.5' thk x 0.075)	TON	\$ 190.00	17	\$ 3,230.00
Base (4,523sf x 1.04' thk / 27)	CY	\$ 110.00	174	\$ 19,140.00
Fog seal (21,969 SF)	SY	\$ 5.00	2,441	\$ 12,205.00
Asphalt (13,977sf x 0.33' thk x 0.075)	TON	\$ 190.00	35	\$ 6,650.00
Base (13,977sf x 0.5' thk / 27)	CY	\$ 110.00	259	\$ 28,490.00
Fog seal (13,977 SF)	SY	\$ 5.00	1,553	\$ 7,765.00
		SUBTOTAL		\$ 102,544.00

Concrete

Alley Approach, 8" PCC	SF	\$	28.00	\$	
Curb Only 6"	LF	\$	35.00	\$	
Curb Only 8"	LF	\$	39.00	\$	
Curb & Gutter 6"	LF	\$	42.00	773 \$	32,466.00
Curb & Gutter 8"	LF	\$	44.00	917 \$	40,348.00
Cross Gutter & Spandrel	SF	\$	29.00	\$	
D/W Approach, Complete	EA	\$	6,000.00	\$	
D/W Approach, 6"	SF	\$	28.00	6,446 \$	180,488.00
D/W Approach, 8"	SF	\$	30.00	\$	
Pavement, 6"	SF	\$	13.00	\$	
Pavement, 8"	SF	\$	15.00	\$	
Sidewalk, 4"	SF	\$	13.00	7,601 \$	98,813.00
V-Gutter	SF	\$	38.00	\$	
W/C Ramp	EA	\$	3,800.00	2 \$	7,600.00
W/C Ramp	SF	\$	30.00	\$	
OTHER =		\$		\$	
OTHER =		\$		\$	
OTHER =		\$		\$	
			SUBTOTAL	\$	359,715.00

Storm Drain

Box Culvert (Including Backfill)	CY	\$	3,500.00	\$	
Box Culvert (Unapp, Areas)	CY	\$	2,500.00	\$	
Catch Basin, W<8'	EA	\$	7,000.00	2 \$	14,000.00
Catch Basin, W>8'	EA	\$	10,500.00	2 \$	21,000.00
Channel, Reinf. Conc. Lined	ST	\$	13.00	\$	
Channel, Open Conc.<24"	LR	\$	150.00	\$	
Channel, Open Conc. 27"=36"	LR	\$	250.00	\$	
Channel, Open Conc, 42"-72"	LR	\$	500.00	\$	
Collar, 45"-60"	EA	\$	1,300.00	\$	
Collar, >60"	EA	\$	2,000.00	\$	
Encasement	LE	\$	65.00	\$	
Energy Dissipater	LS	\$	10,000.00	\$	
Grate Inlet, 12" x 12"	EA	\$	500.00	\$	
Grate Inlet, 24" x 24"	EA	\$	1,300.00	\$	
Grate Inlet, 36" x 36"	EA	\$	5,000.00	\$	
Headwalls, Gravity Type	EA	\$	2,000.00	\$	
Headwall, Wing Type	EA	\$	9,000.00	\$	
Inlet Apron	EA	\$	3,000.00	\$	
Junction Structure	EA	\$	10,000.00	1 \$	10,000.00
Manhole, H<8'	EA	\$	6,000.00	\$	
Manhole, H>8'	EA	\$	8,000.00	\$	
Pipe, 18" RCP	LF	\$	159.00	358 \$	56,922.00
Pipe, 24" RCP	LF	\$	201.00	\$	
Pipe, 30" RCP	LF	\$	241.00	\$	

Pipe, 36" RCP	LF	\$	280.00		\$	
Pipe, 42" RCP	LF	\$	318.00		\$	
Pipe, 48" RCP	LF	\$	355.00		\$	
Pipe, 54" RCP	LF	\$	391.00		\$	
Pipe, 60" RCP	LF	\$	426.00		\$	
Pipe, 66" RCP	LF	\$	461.00		\$	
Pipe, 72" RCP	LF	\$	495.00		\$	
Pipe, 78" RCP	LF	\$	528.00		\$	
Pipe, 84" RCP	LF	\$	561.00		\$	
Rip-Rap, Grouted	SF	\$	10.00		\$	
Rip-Rap, Grouted	TON	\$	75.00		\$	
Transition Structure	EA	\$	5,000.00	3	\$	15,000.00
Under walk Drain, W<6'	EA	\$	3,000.00		\$	
Under walk Drain, W>6'	EA	\$	4,000.00		\$	
Pipe, 8" PVC SDR-35	LF	\$	22.00	100	\$	2,200.00
Biofiltration MWS-L-8-8-V	EA	\$	40,000.00	3	\$	120,000.00
Biofiltration MWS-L-4-8-C	EA	\$	25,000.00	1	\$	25,000.00
DVERT DVT-10-8	EA	\$	750.00	3	\$	2,250.00
			SUBTOTAL		\$	266,372.00

Street Lights

Pull Box No. 3 1/2	EA	\$	500.00		\$	
Pull Box No. 5	EA	\$	700.00	3	\$	2,100.00
Service Point	EA	\$	7,000.00		\$	
St. Light, 501 - 1 only	EA	\$	5,000.00		\$	
St. Light, 501 - 2 to 5	EA	\$	4,900.00		\$	
St. Light, 501 - 5+	EA	\$	4,800.00		\$	
St. Light 502 - 1 only	EA	\$	5,500.00		\$	
St. Light, 502 - 2 to 5	EA	\$	5,400.00	3	\$	16,200.00
St. Light, 502 - 5+	EA	\$	5,300.00		\$	
St. Light, 503 - 2 to 5	EA	\$	5,500.00	4	\$	22,000.00
St. LT. Conduit, 1" Sch 80						
<500 LF	LF	\$	12.00		\$	
>500 LF	LF	\$	10.00		\$	
St. LT. Conduit, 1 1/2						
<500 LF	LF	\$	16.00		\$	
>500 LF	LF	\$	14.00		\$	
St. Light Conduit 2" Schedule 80	LF	\$	18.00	1,095	\$	19,710.00
OTHER =		\$			\$	
			SUBTOTAL		\$	60,010.00

Traffic

Signal, 6 phse+MstrConf.	EA	\$	300,000.00	\$	
Signal, 8 phse+MstrConf.	EA	\$	350,000.00	\$	
Signal, Both+Interconnect	LF	\$	25.00	\$	
Striping, 4" Sld wht/ylw	LF	\$	0.50	\$	
Striping, 8" Sld wht/ylw	LF	\$	0.65	\$	
Striping, 12" Sld wht/ylw	LF	\$	2.50	\$	
Striping, Skip	LF	\$	0.35	716 \$	250.60
Strip, Double	LF	\$	0.75	200 \$	150.00
Continental Crosswalk	SF	\$	3.00	1,802 \$	5,406.00
			SUBTOTAL	\$	5,806.60

Walls

Retaining Walls	SF	\$	15.00	\$	
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Miscellaneous

Barricade, 40'	EA	\$	1,600.00	\$	
Water Lateral	EA	\$	5,000.00	\$	
Water Meter Installation	EA	\$	2,500.00	39 \$	97,500.00
Paving Replacement, Trench	LF	\$	16.00	\$	
Pressure Reducing Station	EA	\$	90,000.00	\$	
Shoring for Trenches>5' Deep	LF	\$	17.00	\$	
Street Name Signs	EA	\$	500.00	2 \$	1,000.00
Thermoplastic Pavement Markings	SF	\$	3.61	141 \$	509.01
Adjust Rim to Grade	EA	\$	200.00	11 \$	2,200.00
OTHER =		\$		\$	
OTHER =		\$		\$	
OTHER =		\$		\$	
			SUBTOTAL	\$	101,209.01

Sewer

Manhole, 5' dia., 12' to 20' deep	EA	\$	10,000.00	3 \$	30,000.00
Manhole, 5' dia.>20' deep	EA	\$	13,000.00	\$	
Pipe, 4" VCP	LF	\$	70.00	\$	
Pipe, 6" VCP	LF	\$	106.00	\$	
Pipe, 8" VCP	LF	\$	142.00	\$	
Pipe, 10" VCP	LF	\$	178.00	\$	
Pipe, 12" VCP	LF	\$	215.00	\$	
Pipe, 15" VCP	LF	\$	270.00	\$	
Pipe, 4" DIP	LF	\$	70.00	\$	
Pipe 6" DIP	LF	\$	106.00	\$	
Pipe, 8" DIP	LF	\$	142.00	\$	
Pipe, 10" DIP	LF	\$	178.00	\$	
Pipe, 12" DIP	LF	\$	215.00	\$	
Pipe, 15" DIP	LF	\$	270.00	\$	

Pipe, 8" SDR26 P.V.C.	LF	\$	35.00	338	\$	11,830.00
Pipe, 4" SDR21 CERTA LOK P.V.C.	LF	\$	25.00	641	\$	16,025.00
			SUBTOTAL		\$	57,855.00

Miscellaneous Sewer

Adjust Manhole	EA	\$	2,000.00		\$	
Clean Out	EA	\$	2,000.00		\$	
Saddle	EA	\$	2,610.00		\$	
Re-channel Existing Manhole	LS	\$	1,500.00	1	\$	1,500.00
Backwater Valve	EA	\$	250.00		\$	
OTHER =		\$			\$	
			SUBTOTAL		\$	1,500.00

Water

Pipe, 4" DIP	LF	\$	43.00		\$	
Pipe 6" DIP	LF	\$	57.00		\$	
Pipe, 8" DIP	LF	\$	75.00	396	\$	29,700.00
Pipe, 10" DIP	LF	\$	93.00		\$	
Pipe, 12" DIP	LF	\$	105.00		\$	
Valve, 4"	EA	\$	1,500.00		\$	
Valve, 6"	EA	\$	1,800.00		\$	
Valve, 8"	EA	\$	2,800.00		\$	
Valve, 10"	EA	\$	4,000.00		\$	
Valve, 12"	EA	\$	5,300.00		\$	
Valve, 16"	EA	\$	7,500.00		\$	
			SUBTOTAL		\$	29,700.00

Miscellaneous Water

Air & Vac, 1"	EA	\$	2,700.00	1	\$	2,700.00
Fire Hydrant, 6"	EA	\$	4,900.00	2	\$	9,800.00
Fire Service, 6"	EA	\$	12,000.00		\$	
Fire Service, 8"	EA	\$	20,000.00		\$	
Fire Service, 10"	EA	\$	30,000.00		\$	
Hot Tap, 8"	EA	\$	3,550.00		\$	
Hot Tap, 10"	EA	\$	3,900.00		\$	
Hot Tap, 12"	EA	\$	4,750.00		\$	

Service, 1"	EA	\$	2,500.00	39	\$	97,500.00
Service, 2"	EA	\$	3,400.00		\$	
Blue Dot Type 1	EA	\$	17.00	2	\$	34.00
8" - 90° BEND	EA	\$	250.00	1	\$	250.00
8" - 11-1/2 BEND	EA		250.00	1	\$	250.00
8" Flg'd Coupling	EA	\$	200.00	1	\$	200.00
6" Flg'd Coupling/Reducer	EA	\$	250.00	1	\$	250.00
Remove end cap/B.O. & connect to exist.	EA	\$	2,500.00	2	\$	5,000.00
			SUBTOTAL		\$	115,984.00

TOTAL COST \$ 1,203,679.81

PREPARED BY:



CHRIS D. HOPPER

Engineer's Name & Signature

BAM CONSULTANT, INC.

10/17/2024

Date

Company

(951) 698-1213 chopper@bamconsultant.com

Tel No/Email





Cash Register Receipt

City of Corona

Receipt Number
R49582

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2024-0009 Address: TM 37980 APN:			
FAITHFUL PERFORMANCE BOND -- PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$1,564,800.00
TOTAL FEES PAID BY RECEIPT: R49582			\$1,564,800.00

Date Paid: Wednesday, October 23, 2024

Paid By: FPG TRICON CITRON CORONA PROPERTY LLC

Cashier: MLEY

Pay Method: BOND



Cash Register Receipt

City of Corona

Receipt Number
R49583

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2024-0009 Address: TM 37980 APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$782,400.00
TOTAL FEES PAID BY RECEIPT: R49583			\$782,400.00

Date Paid: Wednesday, October 23, 2024
Paid By: FPG TRICON CITRON CORONA PROPERTY LLC
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**AGREEMENT FOR SURVEY MONUMENTATION
T37980 – CITRON AND TAYLOR – PWGR2024-0016**

This Agreement is entered into as of this 20th day of November 2024, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City") and FPG TRICON CITRON CORONA PROPERTY LLC, A DELAWARE LIMITED LIABILITY COMPANY with its principal office located at 27271 Las Ramblas #100, Mission Viejo, CA 92691 (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of approval of T37980 – CITRON AND TAYLOR (hereinafter referred to as T37980 – CITRON AND TAYLOR map) has submitted to the City for its approval and subsequent recordation a map prepared by BAM CONSULTANT, INC. containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

SECOND: Developer now desires to record said T37980 – CITRON AND TAYLOR prior to having interior monuments set for said T37980 – CITRON AND TAYLOR Map, and in consideration has instructed to certify on said T37980 – CITRON AND TAYLOR Map that monuments will be set within ONE YEAR after recordation of T37980 – CITRON AND TAYLOR Map. Furthermore, Developer has agreed to provide security guaranteeing the payment for the cost of setting such monuments in accordance with Section 66496 of the Subdivision Map Act.

THIRD: Developer and City desire to enter into this Agreement for the furnishing of security for the setting of monuments in performance of this Agreement. Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost for the setting of monuments changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration, or addition to the terms of this Agreement shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration, or addition to the terms of this Agreement.

FOURTH: The City may, either before or after the expiration of the time provided above and in its sole and absolute discretion, provide Developer with additional time within which to insure setting on monuments as required above. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the monuments were to have been completed hereunder.

FIFTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then arrange for the completion of all remaining work. All such work shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety.

SIXTH: If City determines that there is a violation of applicable federal, state, or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease-and-desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

SEVENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions, or willful misconduct

EIGHTH: If Developer fails to comply with the provisions of this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

NINTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:

**City of Corona
Public Works Dept.
400 S. Vicentia Avenue
Corona, California 92882**

DEVELOPER:

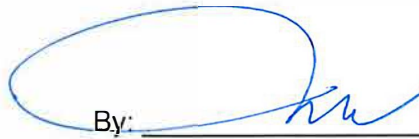
**FPG Tricon Citron Corona Property LLC
27271 Las Ramblas #100
Mission Viejo, CA 92691**

TENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements, either in writing

or oral, express, or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**FPG Tricon Citron Corona Property LLC,
a Delaware Limited liability Company**

**By: FPG Investors B5, LLC
a California Limited Liability Company
its Sole Member**

By: 

Bryan Bergeron, Vice President, Forward Planning

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
City Clerk

By: _____
~~Mayer~~
Joanne Coletta, Planning and Development Director

NOTE: TWO SIGNATURES ARE REQUIRED FOR ALL CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY IN COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

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.

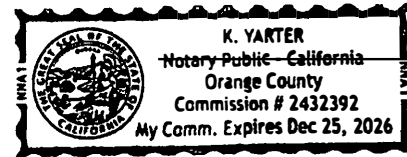
State of California
County of Orange)

On October 23, 2024 before me, K. Yarter, Notary Public
(insert name and title of the officer)

personally appeared Bryan Berge r o n,
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.

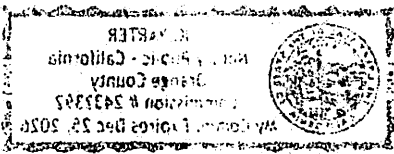
WITNESS my hand and official seal.



Signature K. Yarter (Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at the County of Orange, State of California, this 15th day of December, 1954.

WALTER H. WATSON
Judge of the Superior Court



WITNESSED my hand and the seal of the Court at the County of Orange, State of California, this 15th day of December, 1954.

WALTER H. WATSON
Judge of the Superior Court



Cash Register Receipt
City of Corona

Receipt Number
R49584

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2024-0016 Address: TM 37980 APN:			
FAITHFUL PERFORMANCE BOND – SURVEY MONUMENTATION	11000000 22002	ORIGINAL	\$25,000.00
TOTAL FEES PAID BY RECEIPT: R49584			\$25,000.00

Date Paid: Wednesday, October 23, 2024
Paid By: FPG TRICON CITRON CORONA PROPERTY LLC
Cashier: MLEY
Pay Method: BOND