# AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T36634 FULLERTON AND TABER SEWER AND WATER DWG19-041 U - PWIM2020-0034 Non-Master Plan Improvements

This Agreement is made and entered into as of this 2<sup>nd</sup> day of April 2025, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and POPPYBEND LLC, a California limited liability company with its principal offices located at, 18340 Yorba Linda Boulevard Suite 107-200, Yorba Linda, CA 92886 (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 T36634 Fullerton and Taber - Sewer 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 TWO HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$264,200.00) The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "8" 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.

**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  $\P$  ufy.

**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:

Poppybend LLC 18340 Yorba Linda Blvd. Suite 107-200 Yorba Linda, CA 92886

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

Poppybend LLC, a California limited liability company

Ву:

Melvin Aou, manager

SEE ATTACHED

CALIFORNIA

ACKNOWLEDGEMENT

ATTEST:	
CITY CLERK OF THE CITY OF CORONA	CITY OF CORONA
By: City Clerk	By:
(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.

validity of that document.
State of California County ofORANGE)
on FEBRUARY 25, 2025 before me NAZITA RAMIN, NOTARY PUBLIC (insert name and title of the officer)
personally appeared MELVIN SHUN-MING AOU 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.  NAZITA RAMIN Notary Public - California Orange County Commission # 2499545 My Comm. Expires Oct 8, 2028  Signature

# EXHIBIT "A" LEGAL DESCRIPTION OF THE PROJECT

SEE ATTACHED

#### **LEGAL DESCRIPTION**

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

THE SOUTHERLY ONE-HALF OF LOT 140 OF ORANGE HEIGHTS, AS SHOWN BY MAP ENTITLED "AMENDED MAP OF DIVISION #1 OF ORANGE HEIGHTS" ON FILE IN BOOK 2, PAGE 1 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THOSE PORTIONS OF HUDSON AVENUE AND FULLERTON AVENUE VACATED BY RESOLUTION #95-03 OF THE CITY COUNCIL OF THE CITY OF CORONA RECORDED JANUARY 23, 1995 #19877.

EXCEPTING THEREFROM THAT PORTION SET-OUT IN THAT FINAL ORDER OF CONDEMNATION, CASE NO. 229550 SUPERIOR COURT, IN THE COUNTY OF RIVERSIDE, RECORDED MAY 18, 1993 AS INSTRUMENT NO. 185144 OF OFFICIAL RECORDS.

APN: 120-340-018 and 120-451-040

# EXHIBIT "B" COST ESTIMATE

(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance Labor and Material \$264,200.00 \$132,100.00

#### **BOND ESTIMATE SHEET**

(Use for Improvements Other than Grading Work Only]

Project: TR.36634- PROJECT# -PWIM2020-0034 DATE: 2024-08-11

Location: POPPYSEED LN AND HUDSON AVE

DWG No: DWG#- 19-041 U

	Description of Improvements '4-fi'lU-in A-appropriaUI	Construction.Cost	Performanc, Bond Note 2 (Round up to nearest \$200)	Ljtioi a:::-M8iiriak  2!H    Note3  (Round up to nearest  \$100)
1	Non-Master Planned R/Vtl (Public) Improvements	\$20a,209.oo	\$264,200.00	\$132,t00.00
2	Master-Planned RVtl (Public) Improvements			
3	Interim Improvements (not including-Grading Work)			
4	On-site Public Improvements			
5	On-site Non-public Improvements			
6	Additional.Bond Improvements (beyond typical)			

#### NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 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
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

#### PREPARED BY:

Engineer's Name & Signature
CIVIL TRANS INC
Company
(909)396-1131
Tel No/Email

#### QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS NOVEMBER 2021

Project#: Tract No. 36634 -Wastewater & Water Improvements, PWIM2020-0034, DWG 19-041U

Location: Fullerton Ave and Taber St.

Item	Unit	Unit Cost	Quantity	С	ost
  Removal					
AC Berm	LF	\$8.00		\$	.=:
AC Pavement	SF	\$3.00		\$	2
Curb Only	LF	\$10.00		\$	-
Curb & Gutter	LF	\$16.00		\$	
O/W Approach	SF	\$13.00		\$	
Sidewalk	SF	\$8.00		\$	-
W/C Ramp	SF	\$8.00		\$	Э.
OTHER=				<del>-</del> \$	-
OTHER=	<del></del>			\$	-
OTHER=	-			\$	-
			SUBTOTAL	\$	(#)
Relocation			16.57		
Power/Telephone Pole	EA	\$5,000.00		\$	-
Pull Boxes	EA	\$500.00		\$	-
Street Light	EA	\$6,000.00		\$	-
Street Sign	EA	\$400.00		\$	×.
OTHER=				\$	-
OTHER=	-			\$	× .
	-	-	SUBTOTAL	\$	
A L - 14					
Asphalt AC Berm 6"	LF	405.00		Φ.	
		\$35.00			-
AC Berm 8"	LF OX	\$38.00		_ \$	-
AC Fogseal	SY	\$5.00		_ \$	*
AC Overlay	SY	\$8.00		\$	
AC Pavement	SF			_ \$	
Asphalt (sf x depth x $0.075$ )	TON	\$190.00		\$	
Base (sf x depth/ 27)	CY	\$110.00		\$	-
Fogseal	SY	\$5.00		\$	-
OTHER=					(4)
OTHER=				\$	
OTHER=					2
			SUBTOTAL	\$	
concrete					
Alley Approach, 8" PCC	SF	\$28.00		\$	(4)
Curb Only6"	LF	\$35.00		\$	±/
Curb Only8"	LF	\$39.00		\$	-
Curb & Gutter 6"	LF	\$42.00		\$	
Curb & Gutter 8"	LF	\$44.00	**	\$	·

Cross Gutter & Spandrel	SF	\$29.00		\$	
D/W Approach, Complete	EA	\$6,000.00		\$	¥
D/W Approach, 6"	SF	\$28.00		\$	=
D/W Approach, 8"	SF	\$28.00		\$	- 2
Pavement, 6"	SF	\$13.00		\$	
Pavement, 8"	SF	\$15.00		\$	<u>=</u>
Sidewalk, 4"	SF	\$13.00		\$	-
V-Gutter	SF	\$38.00		\$	<b>4</b>
W/C Ramp	EA	\$3,800.00		\$	*
W/C Ramp	SF	\$30.00		\$	2
OTHER=				\$	8
OTHER=				\$	
OTHER=				\$	-
			SUBTOTAL	\$	ê
IStorm Drain					
Box Culvert (Including Backfill)	CY	\$3,500.00		\$	
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$	2
Catch Basin, W<8'	EA	\$7,000.00		\$	-
Catch Basin, W>8'	EA	\$10,500.00	-	\$	-
Channel, Reinf. Cone. Lined	SF	\$13.00		\$	-
Channel, Open Cone. <24"	LF	\$150.00		\$	- 2
Channel, Open Cone. 27"-36"	LF	\$250.00		\$	-
Channel, Open Cone. 42"-72"	LF	\$500.00		\$	
Collar, 45"-60"	EA	\$1,300.00	<del></del>	\$	_
Collar, >60"	EA	\$2,000.00		<u> </u>	-
Encasement	LF	\$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	\$5,000.00		\$	
Headwalls, Wing Type	EA	\$9,000.00		<del>\$</del>	
Inlet Apron	EA	\$3,000.00		<u>\$</u>	
Junction Structure	EA	\$10,000.00		\$	
Manhole, H<8'	EA	\$6,000.00		\$	
Manhole, H>8'	EA	\$8,000.00		\$	
Pipe, 18" RCP	LF			_	
• • •		\$159.00		\$	7
Pipe, 24" RCP Pipe, 30" RCP	LF LF	\$201.00			
	LF	\$241.00		<u>\$</u>	
Pipe, 36" RCP		\$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		\$	<u> </u>
Pipe, 72" RCP	LF	\$495.00		_ \$	-
Pipe, 78" RCP	LF	\$528.00		\$	

Pipe, 84" RCP	LF	\$561.00		\$	*
Rip-Rap, Grouted	Ton	\$125.00		\$	
Transition Structure	EA	\$5,000.00		\$	
Underwalk Drain, W<6'	EA	\$3,000.00		\$	=
Underwalk Drain, W>6'	EA	\$4,000.00		\$	-
OTHER=				\$	ă.
OTHER=	*********			\$	-
OTHER=	· · · · · · · · ·	<del></del> -		\$	
			SUBTOTAL	\$	
Street Lights					
Pull Box No. 3 1/2	EA	\$500.00		\$	₹.
Pull Box No. 5	EA	\$700.00		\$	(4)
Service Point	EA	\$7,000.00		\$	
St. Light, 501 - 1 only	EA	\$5,000.00		\$	(#1)
St. Light, 501 - 2 to 5	EA	\$4,900.00		\$	(50)
St. Light, 501 - 5+	EA	\$4,800.00		\$	140
St. Light, 502 - 1 only	EA	\$5,500.00		\$	-
St. Light, 502 - 2 to 5	EA	\$5,400.00		\$	<b>*</b> 0
St. Light, 502 - 5+	EA	\$5,300.00		\$	
St. Lt. Conduit, 1" Sch 80		ψο,σσσ.σσ		\$	340
<500 LF	LF	\$12.00	31	\$	; <del>=</del> ;
>500 LF	LF	\$10.00		\$	#2
St. Lt. Conduit, 1 1/2	<del>-</del>	Ψ10.00		\$	15.1
<500 LF	LF	\$16.00		\$	
>500 LF	LF	\$14.00		\$	-
OTHER=	L	Ψ14.00		\$	
OTHER=	155			\$	
o men			SUBTOTAL	\$	
				Ψ	
Traffic					
Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$	
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$	-
Signal, Both+Intrconnect	LF	\$25.00		\$	
Striping, 4" Sid wht/ylw	LF	\$0.50		\$	5 <b>4</b> 5
Striping, 8" Sid wht/ylw	LF	\$0.65	W	\$	
Striping 12" Sid wht/ylw	LF	\$2.50		\$	<b>=</b>
Striping, Skip	LF	\$0.35	, _	\$	
Striping, Double	LF	\$0.75		\$	-
			SUBTOTAL	\$	
Walls					
Retaining Walls	SF	\$15.00			**
Miscellaneous					
	EA	\$1.600.00		\$	
Miscellaneous  Barricade, 40'  Water Lateral	EA EA	\$1,600.00 \$5,000.00		\$	

Doving Donlooment Transh	LF	<b>#10.00</b>	160	<u> </u>	2 560 00
Paving Replacement, Trench		\$16.00	100	\$	2,560.00
Pressure Reducing Station	EA LF	\$90,000.00	382	\$	6,494.00
Shoring for Trenches > 5' Deep Street Name Signs		\$17.00	302	\$	6,494.00
OTHER=	EA	\$500.00		\$	
	-			\$	
OTHER= OTHER=				\$	
			n de la companya de l	\$	, <del>, , , , , , , , , , , , , , , , , , </del>
OTHER=				\$	
OTHER=	-	<del></del> -	SUBTOTAL	\$	20 554 00
			SUBTUTAL	\$	36,554.00
Sewer					
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00	2	\$	20,000.00
Manhole, 5' dia. > 20' deep	EA	\$13,000.00	1	\$	13,000.00
Pipe, 4" PVC	LF	\$10.00	402	\$	4,020.00
Pipe, 6" VCP	LF	\$106.00		\$	(電化
Pipe, 8" PVC	LF	\$20.00	364	\$	7,280.00
Pipe, 10" VCP	LF	\$178.00		\$	
Pipe, 12" VCP	LF	\$215.00		\$	3 <b>9</b> 0
Pipe, 15" VCP	LF	\$270.00		\$	· <b>*</b>
Pipe, 4" DIP	LF	\$70.00		\$	
Pipe, 6" DIP	LF	\$106.00		\$	:5%
Pipe, 8" DIP	LF	\$142.00		\$	(4)
Pipe, 10" DIP	LF	\$178.00		\$	-
Pipe, 12" DIP	LF	\$215.00		\$	-
Pipe, 15" DIP	LF	\$270.00		\$	-
1		,,	SUBTOTAL	\$	44,300.00
IMiscellaneous Sewer					
Adjust Manhole	EA	\$2,000.00		\$	
Clean Out	EA				22,000.00
Saddle	EA	\$2,000.00		\$	22,000.00
		\$2,610.00		\$	1 690 00
Steel Casing	<u></u>	\$60.00	28	\$	1,680.00
OTHER=				\$	*
OTHER=	4		SUBTOTAL	<u>\$</u> \$	23,680.00
Water					
Pipe, 4" DIP	LF	\$43.00		\$	-
Pipe, 6" DIP	LF . –	\$57.00		\$	
Pipe, 8" DIP	LF	\$75.00	369	\$	27,675.00
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	3	\$	8,400.00
Valve, 10"	EA	\$4,000.00		\$	-
Valve, 12"	EA	\$5,300.00		\$	:#t

Valve, 16"	EA	\$7,500.00		\$ 4
			SUBTOTAL	\$ 36,075.00
Miscellaneous Water				 1
Air & Vac, 1"	EA	\$2,700.00	1	\$ 2,700.00
Fire Hydrant, 6"	EA	\$4,900.00	5	\$ 24,500.00
Fire Service, 6"	EA	\$12,000.00		\$ r <u>a</u> n
Fire Service, 8"	EA	\$20,000.00		\$ 
Fire Service 10'	EA	\$30,000.00		\$ <u>1</u> 27.
Hot Tap, 8"	EA	\$3,550.00		\$ i <del>n</del> ii
Hot Tap, 10"	EA	\$3,900.00		\$
Hot Tap, 12"	EA	\$4,750.00		\$ (#X)
Service, 1"	EA	\$2,500.00	11	\$ 27,500.00
Service, 2"	EA	\$3,400.00		\$ 3,400.00
Cut In Tee	EA	\$1,200.00	1	\$ 1,200.00
Double Check Valve Backflow Preventor	EA	\$300.00	11	\$ \$3,300.00
OTHER=				\$ *
			SUBTOTAi.	\$ \$62,600.00
			TOTAL COST	\$ 203,209.00

PREPARED BY:

JAVAID M. ASLAM

Engineer's Name & Signature

CIVIL TRANS INC Company (909)3 96-1 13 1

Tel No/Email

NO. 32779 P. 06/30/2026

PROFESSION,



# Cash Register Receipt City of Corona

## Receipt Number R51358

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2020-0034 Address: APN:			
FAITHFUL PERFORMANCE BOND- PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$264,200.00
TOTAL FEES PAID BY RECEIPT: R51358			\$264,200.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

r\ SUPER ION



# Cash Register Receipt City of Corona

## Receipt Number R51359

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2020-0034 Address: APN:			
Labor & Material Bond - Public improvements	11000000 22002	ORIGINAL	\$132,100,00
TOTAL FEES PAID BY RECEIPT: R51359			\$132,100.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

Printed: Tuesday, February 25, 2025 2:18 PM

# BOND NO. 4480944 . . . \_ PREMIUM INCLUDED IN PERFORMANCE BOND

### CITY OF CORONA

# SUBDIVISION IMPROVEMENTS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and
Poppybend LLC
("PRINCIPAL") have entered into an Improvement Agreement dated on or about the
day of <u>fe.bru fj Zsth</u> , 20 for public improvements to be constructed as part of
the
T36634 Fullerton And Taber - Sewer
project ("Improvement Agreement");
WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference;
WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, 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, the PRINCIPAL and
Markel Insurance Company
company organized and doing business under and by virtue of the laws of the State of
and duly licensed to conduct a general surety business in the State of
California, as "SURETY," are held and firmly bound unto the CITY and all contractors,
subcontractors, laborers, materialmen and any others employed in the performance of the
Improvement Agreement and referred to in the California Civil Code provisions referenced
above, as "OBLIGEES," in the sum of
One Hundred Thirty-Two Thousand One Hundred and 00/100
<b>DOLLARS</b> (\$132,100.00 ) 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 the 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 attorney's fees, incurred by the CITY in successfully enforcing such
obligation, such costs, expenses and fees to be fixed by the court, awarded, taxed as costs and
included in the judgment therein rendered.

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.

This bond is executed and filed to comply with Section 66499.2 of the California Government Code as improvement security. 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 California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition.

The undersigned hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the

	rate seal and the name of said SU ney-in-Fact at Orange			xed and attested by its duly authorized <a href="https://doi.org/line.20">https://doi.org/line.20</a> .
PRIN	ICIPAL		SURE	TY
Print	Poppybend LLC Name	_	Print N	Markel Insurance Company Name
Ву:	Signature Chu	_	By:	Signature
	Me,\vi (o" Name	_		Shaunna Rozelle Ostrom Name
	f\1u nug1:r Title	_		Attorney-in-Fact Title
	2/1s /2-S	_		February 24th, 2025

NOTE:

Date

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY <u>MUST</u> BE ATTACHED TO THIS BOND.

Date

### **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	
	<u>'-n-'n V-'a-'cc"a"l-'o N o ttal-'P<del>ula</del>lle</u> name and title of the officer)
personally appeared Shaunna Rozelle Ostrom who proved to me on the basis of satisfactory evidence to be subscribed to the within instrument and acknowledged to me his/her/their authorized capacity(ies), and that by his/her/the person(s), or the entity upon behalf of which the person(s) a	e that he/she/they executed the same in eir signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws of the paragraph is true and correct.	ne State of California that the foregoing
WITNESS my hand and official seal.	MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2026
Signature Oc'-Ch,::, (Seal)  Melissa Ann Vaccaro	

### **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.

validity of that document.	
State of California County of Orange	
on 25-Feb-2025 before me, Randall	Steven Hawk, Notary Public  (insert name and title of the officer)
personally appearedMelvin Aou	, , , , , , , , , , , , , , , , , , ,
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that he capacity, and that by his signature on the instrument the the person acted, executed the instrument.	e executed the same in his authorized
I certify under PENALTY OF PERJURY under the laws of paragraph is true and correct.	of the State of California that the foregoing
WITNESS my hand and official seal.	RANDALL STEVEN HAWK Notary Public California Orange County Commission # 2370176
Signature <al24 (sea<="" 4="" td="" {j=""><td>Y Comm. Expires Aug 8, 2025</td></al24>	Y Comm. Expires Aug 8, 2025

Subdivision Improvements Payment Bond

POA#	510023	3

#### JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August , 2024 .

SureTec Insurance Company Michael C. Keimig, President ice President Thomas and State of Texas County of Harris:

On this 20th day of August , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

if % ams, the day and year first above written. IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Offici e

> Chelsea Turner, Notary Public My commission expires 7/6/2028 of Or

We, the undersigned Officers of SureTec Insurance Company and Markel 1,{!!wCd 'ertify foregoing is a full, true and correct copy is still in full force and effect and has rl'!!iJ:fee8.

that the original POWER OF ATTORNEY of which the

......'It.....  $\mathbb{N}$  WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the  $\underline{24th}$  day of

February

2025

SureTec Insurance Company

Markel Insurance Company

Andrew Marquis, Assistant

Any Instrument Issued in excess of the penalty stated above is totally void idnd without any validity. 510028 For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

#### BOND NO. 4480944 \_ \_\_\_\_ INITIAL PREMIUM: \_!\$57-8\_4-0-0---SUBJECT TO RENEWAL

#### CITY OF CORONA

#### SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, the City Council of the City of Corona, State of California ("CITY") and Poppybend LLC ("PRINCIPAL") have entered into an Improvement Agreement dated on or about the day of ; Qhrulr 2 5 'fh , 20 for public improvements to be constructed as part of the T36634 Fullerton And Taber - Sewer project ("Improvement Agreement"); WHEREAS, the Improvement Agreement Is hereby referred to and incorporated herein by reference; WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, for the performance of the Improvement Agreement; NOW, THEREFORE, **PRINCIPAL** the and Markel Insurance Company company organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct a general surety business in the State of California, as "SURETY," are held and firmly bound unto the CITY, as "OBLIGEE," in the sum of Two Hundred Sixty-Four Thousand Two Hundred and 00/100 **DOLLARS** (\$264,200.00 ) 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 bounded 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 Improvement Agreement and any alteration thereof made as therein provided, on his or their 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 the CITY, its officers,

agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall 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 attorney's 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 Improvement Agreement or the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition to the terms of the Improvement Agreement or to the work or specifications.

This bond is executed and filed to comply with Section 66499.1 of the Government Code of California as improvement security.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorized Attorney-in-Fact at

Orange

California, this 24th day of February , 2025 .

PRINCIPAL	SURETY
Poppybend LLC	Markel Insurance Company
Print Name	nt N a
Omilion O	: Milana M
By: / leton bu	
Signature	Signature
Melvin Aou Name	Shaunna Rozelle Ostrom Name
Manager Title d	Attorney-in-Fact Title
$\frac{-i/2-5/1S}{Date}$	February 24th, 2025

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY <u>MUST</u> BE ATTACHED TO THIS BOND.

### **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.

validity of that document.	
State of California County of Orange	
On 02/24/2025 before me, Melissa (insert na	AnnVaca <b>n o</b> t an Public me and title of the officer)
personally appeared Shaunna Rozelle Ostrom who proved to me on the basis of satisfactory evidence to be subscribed to the within instrument and acknowledged to me his/her/their authorized capacity(ies), and that by his/her/their person(s), or the entity upon behalf of which the person(s) act	that he/she/they executed the same in signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws of the paragraph is true and correct.	State of California that the foregoing
WITNESS my hand and official seal.	MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2026
Signatur oJIJ}I.h (Seal)  Melissa Ann Vaccaro	

### **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.

validity of that document.	, or
State of California County ofOrange	_)
on 25-Feb-2025 before me,	Randall Steven Hawk, Notary Public
	(insert name and title of the officer
personally appeared Melvin Aou who proved to me on the basis of satisfactory e	evidence to be the person whose name is subscribed
	me that he executed the same in his authorized rument the person, or the entity upon behalf of which
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	RANDALL STEVEN HAWK Notary Public - California Orange County
Signature ; <sub>₹ -</sub> a d—"U	Commission# 2370176  My Comm. Expires Aug 8, 2025  (Seal)

Subdivision Improvements Performance Bond

POA#\_510023

#### JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August , 2024

SureTec Insurance Company

By:

Michael C. Keimig, President

State of Texas

County of Harris:

Markel Insurance Company

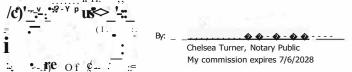
Markel Insurance Company

By:

Under Jennings, Vice President

On this 20h day of August , 2024 A D, before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

N TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Offic,\\\.!ie ♦ "fdtn\\.!t (♦anis, the day and year first above written.



We, the undersigned Officers of SureTec Insurance Company and Markel 1; -; , \_ ♦ c ♦ d ♦ ♦ 'ertifythat the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has rl'e5) fee8 ♦ . ,,'

N WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of February 2025

SureTec Insurance Company

M. Brent Beaty, Assistant Secretary

11 111

Markel Insurance Company

Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and w1th0ut any v.:Hdity. 510023

For verification of the authority of this Power you may call (713)812-0800 or. any business day between 8:30 AM and 5:00 RM CST.

## AGREEMENT FOR PUBLIC IMPROVEMENTS FOR 136634 FULLERTON AND TABER - STREET

#### DWG19-041S - PWIM2019-0020 Non-Master Plan Improvements

This Agreement is made and entered into as of this 2<sup>nd</sup> day of April 2025, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and POPPYBEND LLC, a California limited liability company with its principal offices located at, 18340 Yorba Linda Boulevard Suite 107-200, Yorba Linda, CA 92886 (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 T36634 Fullerton And Taber - Street 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 FIVE HUNDRED NINETEEN THOUSAND DOLLARS AND NO CENT (\$519,000.00) 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.

**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:

Poppybend LLC 18340 Yorba Linda Blvd. Suite 107-200 Yorba Linda, CA 92886

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

Poppybend LLC, a California limited liability company

By: Melvin Aou, manager

SEE ATTACHED
CALIFORNIA
ACKNOWLEDGEMENT

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

CITY OF CORONA

B y:----

City Clerk

By:

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.

validity of that document.			
State of California County ofORANGE			
on FEBRUARY 25, 2025 before me NAZITA RAMIN, NOTARY PUBLIC (insert name and title of the officer)			
©ersonally appeared MELVIN SHUN-MING AOU			
who proved to me on the basis of satisfactory evidence to be the whose name(s) is/are scribed to the within instrument and acknowl ,d to me the sons he/they executed the ame in her/their authorized capacity(ies), and that by er/their signa ure(s) on the instrument the rson(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.			
on FEBRUARY 25, 2025 before me' NAZITA RAMIN, NOTARY PUBLIC (insert name and title of the officer)  Personally appeared MELVIN SHUN-MING AOU ho proved to me on the basis of satisfactory evidence to be the whose name(s) is/are scribed to the within instrument and acknowl ,d to me the sons fie/they executed the ame in her/their authorized capacity(ies), and that by er/their signa ure(s) on the instrument the proon(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			
Signature;U (Seal)			

# EXHIBIT "A" LEGAL DESCRIPTION OF THE PROJECT

SEE ATTACHED

#### **LEGAL DESCRIPTION**

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

THE SOUTHERLY ONE-HALF OF LOT 140 OF ORANGE HEIGHTS, AS SHOWN BY MAP ENTITLED "AMENDED MAP OF DIVISION #1 OF ORANGE HEIGHTS" ON FILE IN BOOK 2, PAGE 1 OF MAPS, RIVERSIDE COUNTY RECORDS.

TOGETHER WITH THOSE PORTIONS OF HUDSON AVENUE AND FULLERTON AVENUE VACATED BY RESOLUTION #95-03 OF THE CITY COUNCIL OF THE CITY OF CORONA RECORDED JANUARY 23, 1995 #19877.

EXCEPTING THEREFROM THAT PORTION SET-OUT IN THAT FINAL ORDER OF CONDEMNATION, CASE NO. 229550 SUPERIOR COURT, IN THE COUNTY OF RIVERSIDE, RECORDED MAY 18, 1993 AS INSTRUMENT NO. 185144 OF OFFICIAL RECORDS.

APN: 120-340-018 and 120-451-040

# EXHIBIT "B" COST ESTIMATE

(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance Labor and Material \$519,000.00 \$259,500.00

#### **BOND ESTIMATE SHEET**

(Use for Improvements Other than Grading Work Only]

Project: TR.36634- PROJECT# -PWIM2019-0020 DATE: 2024-08-11

Location: POPPYSEED LN AND HUDSON AVE

DWG No: DWG#19-041S

ionstrumi2o.Cost	I!Irformaoa Bond Nots2 (Round up to nearest \$200)	I, jlim AMatenais.  Bond  Note3  (Round up to nearest \$100)
\$399, 150.00	\$519,00.00	\$259,500.00
		Contraction of the Contraction o
		Nots2 (Round up to nearest \$200)

#### NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 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
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds.
- 5 A current title report shall be submitted for bonding purposes.

PREPARED BY:

JAVATDM.ASLAM **C**.

Engineer's Name & Signature

CIVIL TRANS TNC

Company

(909)396-1131

Tel No/Email

#### QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENTS March 2018

Project#: Tract No. 36634 - Street Improvements, PWIM 2019-0020

Location: Fullerton Ave and Taber St.

Item	Unit	Unit Cost	Quantity		Cost
!Removal					
AC Berm	LF	\$8.00	0	\$	
AC Pavement (Fullerton, ex "sidev	valk" SF	\$3.00	2200	\$	6,600.00
Curb Only is AC Pavement)	LF	\$10.00	0	\$	-
Curb & Gutter (Hudson Ave)	LF	\$16.00	31.5	\$	504.00
D/W Approach	SF	\$13.00	0	\$	-
Sidewalk (Hudson Ave)	SF	\$8.00	126.5	\$	1,012.00
W/C Ramp	SF	\$8.00	0	\$	-
Sawcut (Hudson) OTHER=	SF	\$3.00	320	\$	960 -
OTHER=				\$	
OTTEN-			SUBTOTAL	\$	9,076.00
			COBTOTAL	Ψ	3,070.00
IRelocation					
PowerfTelephone Pole	EA	\$5,000.00	0	\$	*
Pull Boxes	EA	\$500.00	0	\$	-
Street Light	EA	\$6,000.00	0	\$	H
Street Sign	EA	\$400.00	1	\$	400.00
OTHER= Catch Basin	EA	\$7,000.00	1	\$	7,000.00
OTHER=				\$	-
			SUBTOTAL	\$	7,400.00
!Asphalt					
AC Berm 6"	LF	\$35.00	0	\$	
AC Berm 8"	LF	\$38.00	0	\$	
AC Fogseal	SY	\$5.00	0	\$	
AC Overlay	SY	\$8.00	3,052	\$	24,416.00
AC Pavement	SF	Ψ0.00	17,004	\$	= 1,110.00
Asphalt (sf x depth x 0.075)	TON	\$190.00	425.1	\$	80,769.00
Base (sf x depth / 27)	CY	\$110.00	354.25	\$	38,967.50
Fogseal	SY	\$5.00		\$	
OTHER=		ψο.σσ		\$	_
OTHER=				\$	-
OTHER=				\$	_
	( <del></del>		SUBTOTAL	\$	144,152.50
loonoroto					
Iconcrete  Alley Approach, 8" PCC	SF	\$28.00	0	\$	
Curb Only6"	LF	\$35.00		\$	
Curb Only8"	LF	\$39.00	0	\$	
Curb & Gutter 6"	LF	\$39.00 \$42.00	916	\$	38,472.00
Curb & Gutter 8"	LF	\$42.00 \$44.00	310	\$	33,472.00

				-	
Cross Gutter & Spandrel	SF	\$29.00	410	\$	11,890.00
D/W Approach, Complete	EA	\$6,000.00		\$	72
D/W Approach, 6"	SF	\$28.00	902	\$	25,256.00
D/W Approach, 8"	SF	\$28.00		\$	-
Pavement, 6"	SF	\$13.00		\$	
Pavement, 8"	SF	\$15.00		\$	9
Sidewalk, 4"	SF	\$13.00	7,501	\$	97,513.00
V-Gutter	SF	\$38.00		\$	Ę
W/C Ramp	EA	\$3,800.00	1	\$	3,800.00
W/C Ramp	SF	\$30.00		\$	ĕ
OTHER=				\$	
OTHER=				\$	
OTHER=				\$	<u> </u>
			SUBTOTAL	\$	176,931.00
Storm Drain					
Box Culvert (Including Backfill)	CY	\$3,500.00		\$	
Box Culvert (Unapp. Areas)	CY	\$2,500.00		\$	7
Catch Basin, W<8'	EA	\$7,000.00		\$	-
Catch Basin, W>8'	EA	\$10,500.00		\$	-
Channel, Reinf. Cone. Lined	SF	\$13.00		\$	-
Channel, Open Cone. <24"	LF	\$150.00		\$	-
Channel, Open Cone. 27"-36"	LF	\$250.00		\$	
Channel, Open Cone. 42"-72"	LF	\$500.00		\$	-
Collar, 45"-60"	EA	\$1,300.00		\$	
Collar, >60"	EA	\$2,000.00		\$	
Encasement	LF	\$65.00		\$	<u> </u>
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		\$	a a
Headwalls, Gravity Type	EA	\$5,000.00		\$	
Headwalls, Wing Type	EA	\$9,000.00		\$	
Inlet Apron	EA	\$3,000.00		\$	
Junction Structure	EA	\$10,000.00		\$	
Manhole, H<8'	EA	\$6,000.00		\$	-
Manhole, H>8'	EA	\$8,000.00		\$	
Pipe, 18" RCP	LF	\$159.00		\$	
Pipe, 24" RCP	LF	\$201.00		\$	=
Pipe, 30" RCP	LF	\$241.00		\$	-
Pipe, 36" RCP	LF	\$280.00		\$	-
Pipe, 42" RCP	LF	\$318.00	<del></del>	\$	7
Pipe, 48" RCP	LF	\$355.00	· · · · · · · · · · · · · · · · · · ·	\$	
Pipe, 54" RCP	LF	\$391.00	<del></del>	\$	* 31
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	Ton	\$125.00		\$	
Transition Structure	EA	\$5,000.00		\$	-
Underwalk Drain, W<6'	EA	\$3,000.00	4	\$	12,000.00
Underwalk Drain, W>6'	EA	\$4,000.00		\$	-
OTHER= Curb Drain	EA	\$40.00	22	\$	880.00
OTHER=		Ψ+0.00		\$	*
OTHER=	S			\$	-
	-		SUBTOTAL	\$	12,880.00
10	_		-		
Pull Box No. 3 1/2	EA	ΦΕΩΩ ΩΩ		ф.	
		\$500.00		\$	
Pull Box No. 5	EA	\$700.00		\$	7,000,00
Service Point	EA	\$7,000.00	1	\$	7,000.00
St. Light, 501 - 1 only	EA	\$5,000.00		\$	
St. Light, 501 - 2 to 5	EA	\$4,900.00	4	\$	19,600.00
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. Lt. Conduit, 1" Sch 80				\$	-
<500 LF	LF	\$12.00		\$	
>500 LF	LF	\$10.00		\$	2
St. Lt. Conduit, 1 1/2				\$	=
<500 LF	LF	\$16.00		\$	딸
>500 LF	LF	\$14.00	<del></del>	\$	=
OTHER= Stop Sign	EA	\$400.00	1	\$	400.00
OTHER=				\$	
			SUBTOTAL	\$	43,200.00
Traffic					
Signal, 6 phse+MstrCont.	EA	\$300,000.00		\$	*
Signal, 8 phse+MstrCont.	EA	\$350,000.00		\$	_
4" Retroflective Pvmnt. Mrkr	EA	\$5.00	100	\$	500
Arrows, STOP Sign♦♦♦	EA	\$40.00	5	\$	200
Striping, 8" Sid w h U y I w ♦ ♦	LF	\$0.65	740	\$	481
Striping 12" Sid whUylw •	LF	\$2.50	15	\$	37.5
Striping, Skip < i >	LF	\$0.35	587	\$	206
Striping, Double <b>(9)</b>	LF	\$0.75	781	\$	586
8)		Ψ0.70	SUBTOTAL	\$	2,010.50
[www					
Walls Retaining Walls	SF	\$15.00		\$	
		Ψ10.00		Ψ	
IMiscellaneous					
Barricade, 40'	EA	\$1,600.00		\$	
	EA EA EA	\$1,600.00 \$5,000.00 \$2,500.00		\$ \$	

Paving Replacement, Trench	LF	\$16.00		\$	H
Pressure Reducing Station	EA	\$90,000.00		\$	
Shoring for Trenches > 5' Deep	LF	\$17.00		\$	-
Street Name Signs	EA	\$500.00	1	\$	500.00
OTHER=				\$	-
OTHER=	<u> </u>			\$	-
OTHER=				\$	- 2
OTHER=				\$	
OTHER=				\$	-
	<del></del>		SUBTOTAL	\$	500.00
Sewer				,42	
Manhole, 5' dia., 12' to 20' deep	EA	\$10,000.00		\$	2
Manhole, 5' dia. > 20' deep	EA	\$13,000.00		\$	-
Pipe, 4" VCP	LF	\$70.00		\$	2
Pipe, 6" VCP	LF	\$106.00		\$	-
Pipe, 8" VCP	LF	\$142.00		\$	<u> </u>
Pipe, 10' VCP	LF	\$178.00		\$	-
Pipe, 12" VCP	LF	\$215.00		\$	
Pipe, 15" VCP	LF	\$270.00		\$	
Pipe, 4" DIP	LF	\$70.00		\$	2
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, 12 DIP	LF			\$	
ripe, io dir	Ц	\$270.00	SUBTOTAL	\$	
Miscellaneous Sewer					
Adjust Manhole	EA	¢2.000.00	1	ф.	0.000.00
Clean Out		\$2,000.00	1		2,000.00
	EA	\$2,000.00		\$	
Saddle	EA	\$2,610.00		. \$	1 000 00
WELL MON	EA_	\$1,000.00		\$	1,000.00
OTHER=				. \$	-
OTHER=				\$	•
			SUBTOTAL	\$	3,000.00
Water					
Pipe, 4" DIP	LF	\$43.00		\$	Ē
Pipe, 6" DIP	LF	\$57.00		\$	-
Pipe, 8" DIP	LF	\$75.00		\$	
Pipe, 10" DIP	LF	\$93.00		\$	
Pipe, 12"DIP	LF	\$105.00		\$	<u>,                                    </u>
Valve, 4"	EA	\$1,500.00		\$	-
Valve, 6"	EA	\$1,800.00		\$	9
Valve, 8"	EA	\$2,800.00		\$	-
Valve, 10"	EA	\$4,000.00		\$	-
				_ T	

Valve, 16"	EA	\$7,500.00		\$ 150
			SUBTOTAL	\$ 542
IMiscellaneous Water				
Air & Vac, 1"	EA	\$2,700.00		\$ 
Fire Hydrant, 6"	EA	\$4,900.00		\$ 020
Fire Service, 6"	EA	\$12,000.00		\$ K <del>≡</del> x
Fire Service, 8"	EA	\$20,000.00		\$ 74
Fire Service 10'	EA	\$30,000.00		\$ S#1
Hot Tap, 8"	EA	\$3,550.00		\$ · · · · · · · · · · · · · · · · · · ·
Hot Tap, 10"	EA	\$3,900.00		\$ )( <del> </del> E
Hot Tap, 12"	EA	\$4,750.00		\$ 
Service, 1"	EA	\$2,500.00		\$
Service, 2"	EA	\$3,400.00		\$
OTHER=				\$
OTHER=				\$
OTHER=				\$ () <b>(=</b> )
			SUBTOTAL	\$ 18
			TOTAL COST	\$ 399,150.00

## PREPARED BY:

Javaid M. Aslam

Engineer's Name & Signature

Civil Trans Inc

Company

(909)396-1131 Tel No/Email

NO. 32779 P. 06/30/2026



# Cash Register Receipt City of Corona

# Receipt Number R51357

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2019-0020 Address: TTM 36634	APN:		
Labor & Material Bond - Public Improvements	11000000 22002	ORIGINAL	\$259,500.00
TOTAL FEES PAID BY RECEIPT: R51357			\$259,500.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

',-\" SUPER ION



# Cash Register Receipt City of Corona

# Receipt Number R51356

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWIM2019-0020 Address: TTM 36634 A	PN:		
FAITHFUL PERFORMANCE BOND - PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$519,000.00
TOTAL FEES PAID BY RECEIPT: R51356			\$519,000.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

## BOND NO. <u>4480945</u> INITIAL PREMIUM: \$10,785.00 SUBJECT TO RENEWAL

## CITY OF CORONA

### SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the	e City Council of the C	•	, State of California ('	'CITY") and
day of	AL") have entered into an loi'j ZS 11 , 20	Improvement A	agreement dated on or aborevements to be construc	out the ted as part of
the	T36634 Fullerto	n And Taber - St	treet	#1 (6
project ("Improv	vement Agreement");			
WHEREAS, the reference;	e Improvement Agreemen	nt Is hereby re	ferred to and incorporate	ed herein by
provide a good	e PRINCIPAL is required and sufficient bond, in a fo the Improvement Agreeme	orm and from a		_
NOW,	THEREFORE, Insurance Company	the	PRINCIPAL	and
company organi and duly license are held and	ized and doing business uned to conduct a general sure firmly bound unto	ety business in the CITY, a	the State of California, as as "OBLIGEE," in the	s "SURETY," he sum of DOLLARS
(\$519,000.00 ourselves, our hthese presents.	for the paymeneirs, successors, executors		m well and truly to be material rations, jointly and several	
executors, admi well and truly k Agreement and and performed a	f this obligation is such, the nistrators, successors or a teep and perform the cover any alteration thereof made at the time and in the man and meaning, and shall	ssigns, shall in nants, condition le as therein pro mer therein spe	all things stand to and and and and provisions in said ovided, on his or their particified, and in all respects	abide by, and Improvement art, to be kept according to

agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall 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 attorney's 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 Improvement Agreement or the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition to the terms of the Improvement Agreement or to the work or specifications.

This bond is executed and filed to comply with Section 66499.1 of the Government Code of California as improvement security.

	1	
Attorney-in-Fact at Orange , California, this 24th day of February , 20.	corporate seal and the nam	e of said SURETY is hereto affixed and attested by its duly authorize
corporate seal and the name of said SURETY is hereto affixed and attested by its duly authorize		, the seal and signature of said PRINCIPAL is hereto affixed, and th

Print Name

By:

Signature

Markel Insurance Company
Print Name

By:

Signature

Shaunna Rozelle Ostrom
Name

Attorney-in-Fact
Title

Title

Title

February 24th, 2025

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY <u>MUST</u> BE ATTACHED TO THIS BOND.

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.

validity of that document.				
State of California County of Orange	)			
, === <del></del>	·- <del></del>			
On 02/24/2025		elissa Ann Vacearo <sub>ll N</sub> otary, <u>Public</u> ert name and title of the officer)		
personally appeared Shaunna		to be the manager (a) whose pages (a) is (any		
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 PE paragraph is true and correct.	RJURY under the laws	of the State of California that the foregoing		
WITNESS my hand and official seal.  MELISSA ANN VACCARO COMM. #2401942 "				
White States		Notary Public-California  ORt-NGE COUNTY  My Comt11. Expires May 12, 2026		
Signatur 9fc.o:v Melissa Ann Vacc	caro (Se	The state of the s		

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.

validity of that document.
State of California County ofOrange
on 25-Feb-2025 before me, Randall Steven Hawk, Notary Public
(insert name and title of the officer)
personally appeared Melvin Aou who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed
to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.  RANDALL STEVEN HAWK Notary Public - California orange County i;
Signature(Seal)

Subdivision Improvements Performance Bond

POA# 510023

### JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

N WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August , 2024 .

SureTec Insurance Company

By:

Michael C. Keimig, President

State of Texas

County of Harris:

Markel Insurance Company

Markel Insurance Company

By:

Under Jennings, Vice President

On this 20th day of August , 2024 A D, before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument's now in force.

N TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Off1C 1994 e 11 3.1. Aams, the day and year first above written.

We, the undersigned Officers of SureTec Insurance Company and Markel 1  $\diamond$  "1,  $\diamond$  C  $\diamond$  d  $\diamond$   $\diamond$  - < 'ertify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has r1'd5jfee8 $\diamond$ .,,'

N WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of February 2025

SureTec Insurance Company

A

A

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

Andrew Marquis, Assistant Secretary

# BOND NO. 4480945 PREMIUM INCLUDED IN PERFORMANCE BOND

## CITY OF CORONA

# SUBDIVISION IMPROVEMENTS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and Poppybend LLC
("PRI_NCIPAL") have entered into an Improvement Agreement dated on or about the day ofr-Ol\111.rj
T36634 Fullerton And Taber - Street
project ("Improvement Agreement");
WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference;
WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, 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, the PRINCIPAL and Markel Insurance Company
company organized and doing business under and by virtue of the laws of the State of <a href="Millinois">————————————————————————————————————</a>
DOLLARS (\$ 259,500.00 ) for
materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the 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 attorney's fees, incurred by the CITY in successfully enforcing such obligation, such costs, expenses and fees to be fixed by the court, awarded, taxed as costs and included in the judgment therein rendered.

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.

This bond is executed and filed to comply with Section 66499.2 of the California Government Code as improvement security. 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 California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition.

The undersigned hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

IN WITNESS WHER	EOF, the seal	and signature	of said PRJ	NCIPAL is	s hereto affix	ed, and the
corporate seal and the	name of said S	SURETY is her	eto affixed	and atteste	ed by its duly	authorized
Attorney-in-Fact at	Orange	, California,	, this <u>24th</u>	day of	February	, 20 .

PRINCIPAL	SURETY
Poppybend LLC	Markel Insurance Company
Print Name	Print Na
By: Melvin Cou Signature Melvin Aou Name	By: Signature Shaunna Rozelle Ostrom Name
Title -z./1-s /?S  Date	Attorney-in-Fact Title  February 24th, 2025 Date

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY <u>MUST</u> BE ATTACHED TO THIS BOND.

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.

validity of that document.	
State of California County of O'''a''n@g )	
On 02242025 before me, _	Nelissa Ann Vaccaro: Notary Public (insert name and title of the officer)
subscribed to the within instrument and acknowl	vidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	ne laws of the State of California that the foregoing
WITNESS my hand and official seal.	MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2026
Signatur U Melissa Ann Vaccaro	_ (Seal)

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
on 25 Feb-2025 before me, Randall Steven Hawk, Notary Public
(insert name and title of the officer)
personally appeared Melvin Aou who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.



(Seal)

**Órange County** Commission# 2370176

My Comm. Expires Aug 8, 2025

Subdivision Improvements Payment Bond

DΩΛ#	510023
PUAH	310023

### JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August , 2024 .

SureTec Insurance Company

By:

Michael C. Keimig, President

State of Texas

County of Harris:

On this 20th day of August , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official, e ft.,\aims, the day and year first above written.

By:

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel In11, C d9l, ertify foregoing is a full, true and correct copy is still in full force and effect and has rl'!!i)fee9.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of February 2025

By M. Brent Beaty, Assistant Secretary

Andrew Marquis, Assistant Secretary

Markel Insurance Company

# AGREEMENT FOR PUBLIC IMPROVEMENTS FOR T36634 FULLERTON AND TABOR - LANDSCAPE

#### DWG19-041 HI - PWSP2021-0013 Non-Master Plan Improvements

This Agreement is made and entered into as of this 2<sup>nd</sup> day of April 2025, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and POPPYBEND LLC, a California limited liability company with its principal offices located at, 18340 Yorba Linda Boulevard Suite 107-200, Yorba Linda, CA 92886 (hereinafter referred to as "Developer").

#### WITNESS ETH:

**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 T36634 Fullerton And Taber - Landscape 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 HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$124,400.00) 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.

**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:
Poppybend LLC
18340 Yorba Linda Blvd. Suite 107-200
Yorba Linda. CA 92886

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

Poppybend LLC, a California limited liability company

By: Melvin Aou, manager°

SEE ATTACHED
CALIFORNIA
ACKNOWLEDGEMENT

ATTEST:	
CITY CLERK OF THE CITY OF <b>CORONA</b>	CITY OF CORONA
By:City Clerk	By:  Joanne Coletta, Planning and Development Director
(SEAL)	

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

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

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.

validity of that document.
State of California County ofORANGE)
OnFEBRUARY 25, 2025 before me'_NAZITA_RAMIN, NOTARY_PUBLIC (insert name and title of the officer)
personally appeared MELVIN SHUN-MING AOU  who proved to me on the basis of satisfactory evidence to be th \son(s) whose name(sfist\forall e to the within instrument and acknowl7? d to me th tho/she/they executed the me in e crepretation of 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 ai?cial seal.  Notary Public • California Orange County Commission II 2499545 My Comm. Expires Oct 8, 2028  (Seal)

# EXHIBIT "A" LEGAL DESCRIPTION OF THE PROJECT

SEE ATTACHED

#### **LEGAL DESCRIPTION**

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

THE SOUTHERLY ONE-HALF OF LOT 140 OF ORANGE HEIGHTS, AS SHOWN BY MAP ENTITLED "AMENDED MAP OF DIVISION #1 OF ORANGE HEIGHTS" ON FILE IN BOOK 2, PAGE 1 OF MAPS, RNERSIDE COUNTY RECORDS.

TOGETHER WITH THOSE PORTIONS OF HUDSON AVENUE AND FULLERTON AVENUE VACATED BY RESOLUTION #95-03 OF THE OTY COUNOL OF THE OTY OF CORONA RECORDED JANUARY 23, 1995 #19877.

EXCEPTING THEREFROM THAT PORTION SET-OUT IN THAT FINAL ORDER OF CONDEMNATION, CASE NO. 229550 SUPERIOR COURT, IN THE COUNTY OF RIVERSIDE, RECORDED MAY 18, 1993 AS INSTRUMENT NO. 185144 OF OFFIOAL RECORDS.

APN: 120-340-018 and 120-451-040

# EXHIBIT "B" COST ESTIMATE

(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance \$124,400.00 Labor and Material \$62,200.00

#### BOND ESTIMATE SHEET

(4\$, fw Irnprov'ementS:other.than GraditigWork Only):

P	qJe	20
	60	

TTM 36634 - CFD Maintenance Site

't.oeatiom 'DW(fNoi,

19-041

	Description of Improvements *Fill in as appropriate	Construction Cost	Performance Bond Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
4	Non-Master Planned R/W (Public)			
2	Master-Planned RAV (Public) Improvements	\$95,551,70	\$124,40000	\$62,200°
3	Interim Improvements (not including Grading Work)			
A	On-Site Public Improvements			
6	On-site Non-public Improvements		<b>国经济的</b> 第二次	
6	Additional Bond Improvements (beyond typical)			

#### NOTES;

1 AU construction co\$t tiinate\$\_Should be "itai;h dJCl this form, I:In(fh lli111if1Jd publicly•

fTlaitl ineq !?,ni:i pe &irriga iort.
2, iPerformijfl -8ond Estimi!te i,halJ be 9i11qil.ited at.130% P the estlmcifl3d tpnstructicin'-cpst to 1ticiJL/qe,Englii¢ering,Co.ntjngenclet;&Planhing. The 130!1/. is.the estimated totalconsfruction 3 Ubdr & Maten 1 Bcind Esti!hale sh ilbe 50% of thiu:.-1culc1ted Pe,rforman ·Bqr,d

4 City -s.tarts.ball review II t1mate and m,ih: ch ng Jtie arfiour:iCafth i,r\glnE>er's estimated

5 A c rret1ttltle report:shallbe s'i:tbmltted fo.fbondin putposes;:

PREPARED BY:

Jocelyn Sia

SAitC Jia gnature

WET stAMP4 DATE

 $Jc < e1/2tfP'_{n,y}$  l-¢7b.Lde 1-\tA.



# Cash Register Receipt City of Corona

# Receipt Number R51355

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2021-0019 Address: TM 36634 API	V:		
FAITHFUL PERFORMANCE BOND - PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$124,400.00
TOTAL FEES PAID BY RECEIPT: R51355			\$124,400.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

SUPER ION



# Cash Register Receipt City of Corona

# Receipt Number R51354

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2021-0019 Address: TM 36634 A	APN:		
Labor & Material Bond - Public improvements	11000000 22002	ORIGINAL	\$62,200.00
TOTAL FEES PAID BY RECEIPT: R51354			\$62,200.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

Printed: Tuesday, February 25, 2025 2:09 PM



### BOND NO. 4480946 \_ INITIAL PREMIUM: \$2.988.00 SUBJECT TO RENEWAL

#### CITY OF CORONA

### SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, the City Council of the City of Corona, State of California ("CITY") and T36634 Fullerton And Taber - Landscape project ("Improvement Agreement"); WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, for the performance of the Improvement Agreement; NOW, THEREFORE, the **PRINCIPAL** and Markel Insurance Company

company organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct a general surety business in the State of California, as "SURETY," are held and firmly bound unto the CITY, as "OBLIGEE," in the sum of

One Hundred Twenty-Four Thousand Four Hundred and 00/100

DOLLARS

(\$\_124,400.00 ) 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 bounded 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 Improvement Agreement and any alteration thereof made as therein provided, on his or their 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 the CITY, its officers,

agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall 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 attorney's 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 Improvement Agreement or the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition to the terms of the Improvement Agreement or to the work or specifications.

This bond is executed and filed to comply with Section 66499.1 of the Government Code of California as improvement security.

IN WITNESS WHEREOF, the	e seal and signature of	said PRINCII	PAL is hereto a	ffixed, and the
corporate seal and the name of	said SURETY is hereto	affixed and	attested by its d	luly authorized
Attorney-in-Fact at <u>Orange</u>	, California, thi	s <u>24th</u> day o	of <u>February</u>	, 20 <u>25_</u> .

110011		,	- robidary ,
PRIN	CIPAL	SURI	ETY
Print 1	Poppybend LLC Name	Print	Markel Insurance Company Name
Ву:	Melon Que Signature	By:	Signature
	M.fl. A()\.{		Shaunna Rozelle Ostrom Name
	Manager Title 4		Attorney-in-Fact Title
	<u>'1-(1_S / 2.5</u> Date		February 24th, 2025

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED TO THIS BOND.

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.

validity of that document.	
State of California County of Ocarge,	
On <u>0</u> ==4/ <u>%,0</u> 25 before me, <u>:M::es53-A/</u> (insert nam	<u>'h-Vaeca-0₁ Notary - ublitte</u> e and title of the officer)
personally appeared Shaunna Rozelle Ostrom who proved to me on the basis of satisfactory evidence to be the subscribed to the within instrument and acknowledged to me the his/her/their authorized capacity(ies), and that by his/her/their seperson(s), or the entity upon behalf of which the person(s) acter	at he/she/they executed the same in ignature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws of the Sparagraph is true and correct.	State of California that the foregoing
WITNESS my hand and official seal.	MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2026
Signaturem J (Seal)	my comm. Expires may 12, 2020

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.

randity of that documents		
State of California County ofOrange		
On 25-Feb-2025	before me, Randall S	Steven Hawk, Notary Public  (insert name and title of the office)
to the within instrument and ac	of satisfactory evidence to knowledged to me that he c ture on the instrument the p	be the person whose name is subscribed executed the same in his authorized person, or the entity upon behalf of which
I certify under PENALTY OF P paragraph is true and correct.	ERJURY under the laws of	the State of California that the foregoing
WITNESS my hand and official	l seal.	RANDALL STEVEN HAWK Notary Public • California Orange County Commission# 2370176  My Comm. Expires Aug 8, 2025
Signature <u>——LZd———</u>	tl- (Seal)	

Subdivision Improvements Performance Bond

POA#	510023
LOH#	0.00_0

#### JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

N WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August , 2024 .

Michael C. Keimig. President Undey Jennings, Vice President State of Texas County of Harris: On this 20th day of August , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.  $if^{I_{III}}_{f}$  , ,\'IIII  $\mathbf{II}_{I_{I}I}$  f.,f, ams,  $\;$  the day and year first above written. N TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Offici \. e My commission expires 7/6/2028 We, the undersigned Officers of SureTec Insurance Company and Markel In #Con:p:mlfd (<:erfif that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has rl' Jfee9. ee9. ,,, "11•11n11"" N WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the  $\underline{24th}$   $\underline{day}$  of February SureTec Insurance Company Markel Insurance Company

Any Instrument Issued in excess of the penalty stated above is totally void .Ld with au any valiC:-ity. 510023 For verification of the authority of this Power you may call (713)812-0800 m, ;Iny business day between 8:30 AM and 5:00 PM CST.

Sure Tee Insurance Company

## BOND NO. \_4480946\_\_\_\_ PREMIUM INCLUDED IN PERFORMANCE BOND

### CITY OF CORONA

# SUBDIVISION IMPROVEMENTS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Corona, State of California ("CITY") and Poppybend IJC
("PRINCIPAL") have entered into an Improvement Agreement dated on or about the day of
T36634 Fullerton And Taber- Landscape
project ("Improvement Agreement");
WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference;
WHEREAS, the PRINCIPAL is required under the terms of the Improvement Agreement to provide a good and sufficient bond, in a form and from a surety acceptable to the CITY, 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, the PRINCIPAL and Markel Insurance Company
company organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct a general surety business in the State of California, as "SURETY," are held and firmly bound unto the CITY and all contractors, subcontractors, laborers, materialmen and any others employed in the performance of the Improvement Agreement and referred to in the California Civil Code provisions referenced above, as "OBLIGEES," in the sum of
Sixty-Two Thousand Two Hundred and 00/100 <b>DOLLARS</b> (\$62,200.00 ) 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 the 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 attorney's fees, incurred by the CITY in successfully enforcing such
obligation, such costs, expenses and fees to be fixed by the court, awarded, taxed as costs and included in the judgment therein rendered.

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.

This bond is executed and filed to comply with Section 66499.2 of the California Government Code as improvement security. 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 California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of such change, extension, alteration or addition.

The undersigned hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, the seal and signature of said PRINCIPAL is hereto affixed, and the

corporat	te seal and the name of said SURETY is he	reto affixed and attested by its duly authorize
Attorne	y-in-Fact at <u>Orange</u> , California	this 24th day of February, 2025
PRINC	IPAL	SURETY
	Poppybend LLC	Marke,! Insurance Company
Print Na	ame	PrintNa
	Melum Cou Signature  Mt\v''" Aou Name	By: A // Signature  Shaunna Rozelle Ostrom Name
-	0! Lift(). ger Title	Attorney-in-Fact Title
: <u>:</u>	2/25/25 Date	February 24th. 2025

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY <u>MUST</u> BE ATTACHED TO THIS BOND.

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.

validity of that document.	
State of California County of Ord"here,	
	ssa Ann_\acc-a-ro\letary_Pu-bcd-c t name and title of the officer)
personally appeared Shaunna Rozelle Ostrom who proved to me on the basis of satisfactory evidence to subscribed to the within instrument and acknowledged to his/her/their authorized capacity(ies), and that by his/her/t person(s), or the entity upon behalf of which the person(s)	me that he/she/they executed the same in their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws of paragraph is true and correct.	f the State of California that the foregoing
WITNESS my hand and official seal.	MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY
	My Comm. Expires May 12, 2026
Signatur UJ\() (Seal)  Melissa Ann Vaccaro	

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 25-Feb-2025

before me. Randall Steven Hawk, Notary Public

(insert name and title of the officer)

personally appeared Melvin Aou

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

RANDALL STEVEN HAWK
Notary Public - California z
Orange County S:
Commission# 2370176
My Comm. Expires Aug 8, 2025

Signature #, d

(Seal)

Subdivision Improvements Payment Bond

POA# 510023	POA#	510023
-------------	------	--------

## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

#### Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 2oth day of August , 2024 .

By: Michael C. Keimig, Fresident		SEAL	By: Undey Jennings, Vice President
State of Texas County of Harris:	Millian account	·Millin.	
came THE ABOVE OFFICERS OF THE COMPANIES, to they acknowledged the execution of same, and bei seals affixed to the proceeding instrument are the	o me personally known to be ing by me duly sworn, dispose Corporate Seals of said Comp prity and direction of the said orce.	the individuals and officers and said that they are the anies, and the said Corpora companies, and that Resolu	for the County of Harris, duly commissioned and qualified, described in, who executed the preceding instrument, and e officers of the said companies aforesaid, and that the ste Seals and their signatures as officers were duly affixed utions adopted by the Board of Directors of said Companies the day and year first above written.
TESTINION WIEKEOF, THAVE RETEMBO SEE MY	$t'\overline{d}$	$P^{m}i$ -\"	Chelsea Turner, Notary Public My commission expires 7/6/2028
We, the undersigned Officers of SureTec Insurance foregoing is a full, true and correct copy is still in fu  N WITNESS WHEREOF, we have hereunto set our h	Company and Markel I;!'w C Il force and effect and has rl'e	e5 "ee9 . IIII IH 111t\ ',,,'	that the original POWER OF ATTORNEY of which the
SureTec Insurance Company  A  A  A			Markel Insurance Company

Any Instrument Issued in excess of the penalty stated above is totally void gird wit/lout atty validi. 510023 For verification of the authority of this Power you may call (713)812-0800 on any business aay between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

M. Brent Beaty, Assistant Secretary

# AGREEMENT FOR SURVEY MONUMENTATION 136634 FULLERTON AND TABOR- PWLE2019-0013

This Agreement is entered into as of this 2<sup>nd</sup> day of April 2025, by and between the City of Corona, a municipal corporation (hereinafter referred to as "City") and POPPYBEND LLC, a California limited liability company with its principal offices located at, 18340 Yorba Linda Boulevard Suite 107-200, Yorba Linda, CA 92886 (hereinafter referred to as "Developer").

#### WITNESS ETH:

**FIRST:** Developer, for and in consideration of approval of **TRACT MAP 36634** (hereinafter referred to as **T36634** map) has submitted to the City for its approval and subsequent recordation a map prepared by **CIVIL TRANS INC.** containing property monuments in accordance with Section 66495 of the Subdivision Map Act.

**SECOND:** Developer now desires to record said **T36634** prior to having interior monuments set for said **T36634** Map, and in consideration has instructed to certify on said **T36634** Map that monuments will be set within **ONE YEAR** after recordation of **T36634** 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 **SIX THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$6,900.00)** 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 (aches, 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:

**DEVELOPER:** 

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

Poppybend LLC 18340 Yorba Linda Blvd. Suite 107-200 Yorba Linda, CA 92886

**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.

Poppybend LLC, a California limited liability company

By: Melvin Aou, manager

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

**CITY OF CORONA** 

By:----

City Clerk

By:

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 N COMPLIANCE WITH CIVIL CODE SECTION 1189 - ORIGINAL· CITY CLERK; COPIES-DEVELOPER AND PUBLIC WORKS PROJECT FILE

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.

WITNESS my hand and official seal.

State of California County of Riverside  On February 25,2025 before me, Micaela C Leyva, Notary Public (insert name and title of the officer)  personally appeared Melin Aou 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.	validity of that document.	
(insert name and title of the officer)  personally appeared Melvin Aou  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	D' 'I.	
personally appeared Melvin Aou 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	on February 25,2025 before me,	
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		(insert name and title of the officer)
paragraph is true and correct.		

(Seal)

otary ?uDllc •California I iverside County Commission t 2491684 My omm. Exofres Jun 19. 2028



# Cash Register Receipt City of Corona

# Receipt Number R51360

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2021-0019 Address: TM 36634 AP	N:		
Faithful Performance Bond - Survey Monumentation	11000000 22002	ORIGINAL	\$6,900.00
TOTAL FEES PAID BY RECEIPT: R51360			\$6,900.00

Date Paid: Tuesday, February 25, 2025

Paid By: POPPYBEND LLC

Cashier: MLEY

Pay Method: BOND

Surety Bond No. <u>4480948</u> Premium: \$250.00

# **SURVEY MONUMENTATION BOND**

	WHEREAS, the City of Corona, a municipal corporation of the State of California ("City") by
	its City Council, and PoPPPMbendLLC
	(hereinafter designated as "Principal") have entered into an Agreement whereby Principal
	agrees to install and complete certain designated public improvements, which said
	Agreement, dated <u>f-e r1.1.O.S fi</u> , 2025, and identified as Project <u>T36634 Fullerton</u>
nc	Taber - Monumentation is hereby referred to and made a part hereof as if fully set forth herein,
	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 andMarkel Insurance Company as Surety
	are held and are firmly bound unto the City of Corona, (hereinafter called "City"), in the
	penal sum ofSix Thousand Nine Hundred and 00/100 Dollars (\$6,900.00) 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 bonded 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

## SURVEY MONUMENTATION BOND

in the said Agreement and any alteration thereof made as therein provided, on his or their 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 faithfully fulfill the one-year guarantee as set forth in the said Agreement; 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 therefore, 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 judgement rendered.

The Surety thereby 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 anywise 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; and expressly waives the defenses of statutes of limitation, laches and estoppel in the event said extensions of time, alterations, changes or additions are granted or made.

Surety, by executing this Faithful Performance Bond, warrants and alleges that it has read the said Agreement or by signing this bond shall be deemed to have read said Agreement and knows the contents and all provisions therein contained, and shall be bound by each and every term, condition and provision contained therein.

## SURVEY MONUMENTATION BOND

This bond is executed and filed in accordance with Sections 66499, 66499.1, 66499.3, 66499.4, 66499.7, 66499.8 and 66499.9 of the California Government Code and applicable sections of the City's Regulations as provided in Chapter 15.48, Title 15 of said City Code. Signed, Sealed and Dated: February 24th, 2025

Poppybend LLC

(Attach acknowledgment of signatures of both Principal

(Attorney-in-Fact must attach copy of Power of Attorney

evidencing authority to bind

and Surety)

Surety)

Name of Principal By: Melvin Aou 18340 Yorba Linda Boulevard, Suite 107-200 Address Yorba Linda, CA 92886 City and State Markel Insurance Company Name GE By: Attorney-in:Fact, Shaunna Rozelle Ostrom 3111 Camino del Rio N, Suite 900 Address San Diego, CA 92108 City and State

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

Melissa Ann Vaccaro

Signature (Seal)

validity of that document.	
State of California County of <u>Oralinge</u>	
On	A'ma <u>-\/∜c⊂arOાN'o<del>ttar P</del>სાઓદ</u> ame and title of the officer)
personally appeared Shaunna Rozelle Ostrom who proved to me on the basis of satisfactory evidence to be subscribed to the within instrument and acknowledged to me his/her/their authorized capacity(ies), and that by his/her/their person(s), or the entity upon behalf of which the person(s) according to the satisfactory evidence to be subscribed to the within instrument and acknowledged to me his/her/their person(s), or the entity upon behalf of which the person(s) according to the satisfactory evidence to be subscribed to the within instrument and acknowledged to me	that he/she/they executed the same in signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the laws of the paragraph is true and correct.	State of California that the foregoing
WITNESS my hand and official seal.	MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY
	My Comm. Expires May 12, 2026

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.

validity of that document.	
State of California Orange Orange	
on <u>25 Feb-2025</u> before me, _	Randall Steven Hawk, Notary Public  (insert name and title of the officer)
to the within instrument and acknowledged to me	ridence to be the person whose name is subscribed that he executed the same in his authorized nent the person, or the entity upon behalf of which
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	ne laws of the State of California that the foregoing
WITNESS my hand and official seal.	RANDALL STEVEN HAWK Notary Public - California Orange County Commission It 2370176
Signature	My Comm. Expires Aug 8, 2025

Survey Monumentation Bond

POA#	51	0023
P( )A#	JI	0020

y Jennings, Vice President

Andrew Marquis, Assistant Secretary

### JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

N WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of August , 2024

"munimus

SureTec Insurance Company

Michael C. Keimig, President

M. Brent Beaty, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void an with::wt any v\_ali!Jiti;. 510023

For verification of the authority of this Power you may call (713)812 0800 on clay business day between 8:30 AM and 5:00 PM CST.

State of Texas
County of Harris:

On this 20th day of August 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to tile proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.
N TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Officitl.5e frl,i,ff, arns, the day and year first above written.
many and any one ary care any
•
/ · / _ \ By:
: : UI
= 1 + 6 My commission expires $7/6/2028$
= 1.1t of i",:,_: :
We, the undersigned Officers of SureTec Insurance Company and Markel In"J C d ertify that the original POWER OF ATTORNEY of which the
foregoing is a full, true and correct copy is still in full force and effect and has ri'11&ifee8.
oregoing & a full, true and correct copy & suit it full force and effect and has first appear.
N WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the day of February 2025
N WITHESS WHEREOF, We have hereunto set our hailds, and affixed the seals of said companies, of the day
SureTec Insurance Company Markel Insurance Company
100