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WHEN RECORDED RETURN TO:

City of Claremont  
207 Harvard Avenue  
Claremont, CA 9171 1  
Attn: City Clerk

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Government Code Section 6103

CITY OF CLAREMONT, CALIFORNIA

By:

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**ASSIGNMENT AND ASSUMPTION AGREEMENT  
FOR COMPLETION OF PUBLIC IMPROVEMENTS  
TRACT MAP NO. 62814**

**by and among**

**THE CITY OF CLAREMONT**  
**a California municipal corporation**  
**and**  
**365SANJOSE, LLC**  
**a California limited liability company**  
**and**  
**365 CLAREMONT, LLC**  
**a California limited liability company**

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
FOR COMPLETION OF PUBLIC IMPROVEMENTS  
TRACT MAP NO. 62814**

**I. PARTIES AND DATE.**

This Assignment and Assumption Agreement (“Assignment Agreement”) dated as of this \_\_\_\_ day of \_\_\_\_, 2025 by and among the City of Claremont, a California municipal corporation (“City”), 365Sanjose, LLC, a California limited liability company (“365Sanjose”), and 365 Claremont, LLC, a California limited liability company (“365 Claremont”). City, 365Sanjose, and 365 Claremont are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties.”

**II. RECITALS.**

A. On or about April 8, 2014, the City and Neptune Investment Group, Inc. (“Neptune”) entered into that certain Agreement for Completion of Public Improvements for Tract No. 62814 (the “Improvement Agreement”) for real property located within the City, identified in City records as Tract Map No. 62814 (the “Property”). A copy of the Improvement Agreement is attached hereto as Exhibit “A” and incorporated herein by this reference, including any and all attachments and/or exhibits thereto.

B. On or about February 9, 2016, the City, Neptune, and QCM Investment LLC, a California limited liability company (“QCM”) entered into a first Assignment and Assumption Agreement for the Improvement Agreement whereby Neptune assigned and QCM assumed all rights, interests, duties and obligations under the Improvement Agreement.

C. On or about June 28, 2018, Jie Li, an individual (“Mr. Li”) acquired the Property from QCM. On or about May 21, 2021, Mr. Li transferred ownership of the Property to 365 Claremont, an entity of which Mr. Li owns 97 percent.

D. The Parties acknowledge and agree that, at least since 2022, 365 Claremont has assumed all of QCM’s rights, interests, duties, and obligations under the Improvement Agreement relating to the Property, including the construction of certain public improvements.

E. On or about September 18, 2024, 365Sanjose acquired the Property from 365 Claremont.

F. 365 Claremont now desires to assign and 365Sanjose desires to assume all of 365 Claremont’s rights, interests, duties, and obligations under the Improvement Agreement relating to the Property, including the construction of certain public improvements.

G. Section 20.7 of the Improvement Agreement permits 365 Claremont to assign its rights, interests, duties, and obligations under the Improvement Agreement with the City's prior written consent. By this Assignment Agreement, the Parties have complied with the

procedures and requirements contained in the Improvement Agreement pertaining to assignment and assumption of rights, interests, duties, and obligations.

### III. TERMS.

1. Exhibits and Recitals. The “Exhibits” and “Recitals” of this Assignment Agreement constitute a material part of this Assignment Agreement and are incorporated by reference as though fully set forth herein.

2. Assignment and Assumption. Effective as of the date first written above (“Effective Date”), 365 Claremont hereby assigns to 365Sanjose all of 365 Claremont’s right, title and interest, and all of 365 Claremont’s duties, obligations and liabilities under the Improvement Agreement relating to the Property, and 365Sanjose hereby accepts such assignment, and assumes all of the duties, obligations and liabilities of 365 Claremont under the Improvement Agreement relating to the Property and agrees to be bound thereby in accordance with the terms thereof. Without limiting the foregoing, 365Sanjose hereby agrees to construct or have constructed at its own cost, expense, and liability all improvements required by City as set forth in the Improvement Agreement, including, but not limited to, street improvements for San Jose Avenue, including drive approach with truncated domes for accessibility, street light, curb and gutter, sidewalk, undergrounding of new and existing utility lines, and all other required facilities as shown in detail on Improvement Plan G-02-2007 which superseded G02-1317 and all other plans, profiles, and specifications which have been prepared by or on behalf of QCM for Tract Map No. 62814, (“Public Improvements”). Upon 365Sanjose’s satisfactory completion of the Public Improvements, as determined by the City, the Parties shall execute a termination of the Improvement Agreement and this Assignment Agreement in such form as to permit it to be recorded in the Official Records of the County of Los Angeles.

3. Consent to Assignment and Assumption. The City acknowledges and hereby consents to and approves the foregoing assignment of the rights and interests and assumption of duties and obligations under the Agreement as set forth in Section 2 of this Assignment Agreement. The City releases 365 Claremont from any and all duties, responsibilities, obligations and liabilities under the Agreement, in accordance with Section 20.7 of the Improvement Agreement.

4. Security: Surety Bonds. Prior to execution of this Assignment Agreement, 365Sanjose shall provide City with surety bonds in the amounts and under the terms set forth below (“Security”). The amount of the Security shall be based on the City Engineer’s approximation of the actual cost to construct the Public Improvements, including, without limitation, the replacement cost for all landscaping (“Estimated Costs”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, 365Sanjose shall adjust the Security in the amount requested by City. 365Sanjose’s compliance with this provision shall in no way limit or modify 365Sanjose’s indemnification obligation provided in Section 16.0 of the Improvement Agreement.

4.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Assignment Agreement, to protect City if

365Sanjose is in default as set forth in Section 9.0 et seq. of the Improvement Agreement, and to secure 365Sanjose's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, 365Sanjose shall provide City a faithful performance bond in the amount of Fifty-Five Thousand Three Hundred Dollars (\$55,300), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that 365Sanjose is not in default on any provision of this Assignment Agreement, the Improvement Agreement or condition of approval applicable to Tract Map No.62814, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. To guarantee the Public Improvements during Warranty period, 365Sanjose shall maintain fifteen percent (15%) of the security initially provided under this section, which shall be released at the end of the Warranty period, as that term is defined in the Agreement, or any extension thereof as provided in Section 12.0 of the Improvement Agreement, provided that 365Sanjose is not in default on any provision of this Assignment Agreement, the Improvement Agreement, or condition of approval applicable to Tract Map No. 62814.

4.2 Labor Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance Of the Public Improvements and the Agreement, 365Sanjose shall provide City a labor and materials bond in the amount of Fifty-Five Thousand Three Hundred Dollars (\$55,300), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this Section 4.2 may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of the Security that the City Engineer may authorize to be released shall be reduced by the total amount of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

4.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, 365Sanjose or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Assignment Agreement. 365Sanjose and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Assignment Agreement, the Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

4.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibits "B" and "C" of this Assignment Agreement, unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the

Security shall be attached hereto as Exhibits "B" and "C" and incorporated herein by this reference.

5. Insurance.

5.1 Types; Amounts. 365Sanjose shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Assignment Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Assignment Agreement or be no less than two times the specified occurrence limit. In the event of any conflict between the requirements of Section 17.0 of the Improvement Agreement and requirements of this Section 6, the provisions of this Section 6 shall control.

5.1.1 General Liability. 365Sanjose and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

5.1.2 Business Automobile Liability. 365Sanjose and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

5.1.3 Workers' Compensation. 365Sanjose and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

5.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

5.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) 365Sanjose and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

5.3 Additional Insured: Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of 365Sanjose's or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required

Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, Agency, or their respective elected officials, officers, employees, agents, and volunteers.

5.4 Primary Insurance: Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

5.5 Certificates: Verification. 365Sanjose and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Assignment Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.6 Term: Cancellation Notice. 365Sanjose and its contractors shall maintain the Required Insurance for the term of this Assignment Agreement and shall replace any certificate, policy, or endorsement that will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

5.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VII.

6. Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, Tract Map No. 62814, nor any other related map, entitlement, permit, or approval issued by City for the Property shall operate to create a relationship of partnership, joint venture, or agency between the City and 365Sanjose. 365 Sanjose's contractors and subcontractors are exclusively and solely under the control and dominion of 365Sanjose. Nothing herein shall be deemed to make 365Sanjose or its contractors an agent or contractor of the City.

7. General Provisions.

7.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Assignment Agreement have the legal power, right, and authority to make this Assignment Agreement and bind each respective Party.

7.2 Cooperation: Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Assignment Agreement.

7.3 Construction: References: Captions. It being agreed the Parties or their agents has participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to 365Sanjose include all personnel, employees, agents, and subcontractors of 365Sanjose, except as otherwise specified in this Assignment Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Assignment Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Assignment Agreement.

7.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

**CITY:**

City of Claremont  
207 Harvard Avenue  
Claremont, CA 91711  
Attn: City Clerk

**365 Claremont:**

365 Claremont, LLC  
1045 San Marino Ave Suite 100A  
San Marino, CA 91108  
Attn: Jie Li, Manager

**365Sanjose:**

365Sanjose, LLC  
365 W San Jose Ave  
Claremont, CA 91711  
Attn: Tianwei Dong

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

7.5 Amendment: Modification. No supplement, modification, or amendment of this Assignment Agreement shall be binding unless executed in writing and signed by both Parties.

7.6. Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

7.7. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

7.8. Invalidity: Severability. If any portion of this Assignment Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.9. Consent to Jurisdiction and Venue. This Assignment Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Assignment Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Assignment Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.

7.10. Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Assignment Agreement, the prevailing party, whether by final judgment or arbitration award, shall be entitled



to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Assignment Agreement.

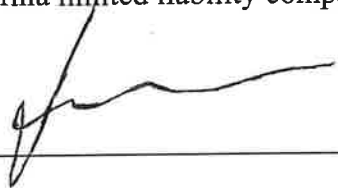
7.11. Counterparts. This Assignment Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF CLAREMONT**  
A California municipal corporation


By: \_\_\_\_\_  
Corey Calaycay  
Mayor  
City of Claremont

**365 CLAREMONT, LLC**  
A California limited liability company

By:  \_\_\_\_\_  
Its: Manager of LLC

**365SANJOSE, LLC**

A California limited liability company

By:  \_\_\_\_\_  
Its: Manager of LLC

## 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 Los Angeles

On March 24, 2015 before me, Notary Public, Joyleen Xu  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



## 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 Los Angeles

On March 24, 2015 before me, Notary Public, Joyleen Xu  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



EXHIBIT A

**IMPROVEMENT AGREEMENT**  
SEE FOLLOWING PAGES

This page is part of your document - DO NOT DISCARD



20140790841



Pages:  
0022

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

07/30/14 AT 11:54AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



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SEQ:  
01

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

CITY OF CLAREMONT

WHEN RECORDED RETURN TO:

CITY OF CLAREMONT  
207 HARVARD AVENUE  
CLAREMONT, CA 91711  
ATTN: City Clerk



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code  
Section 6103

CITY OF CLAREMONT, CALIFORNIA

By: Shelley Desautels  
City Clerk

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS**

**TRACT MAP NO. 62814**

**between**

**THE CITY OF CLAREMONT**  
**a California municipal corporation**

**and**

**NEPTUNE INVESTMENT GROUP, INC.**

RV PUB\UPM\530398  
RV PUB\WGS\613245

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**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS  
TRACT MAP NO. 62814  
NEPTUNE INVESTMENT GROUP, INC. AND THE CITY OF CLAREMONT**

**I. PARTIES AND DATE.**

This Agreement is entered into as of this 8th day of April, 2014 ("Date of Execution") by and between the City of Claremont, a California municipal corporation ("City") and Neptune Investment Group, Inc., with its principal office located at 100 North Citrus Street, Suite 530, West Covina, CA 91791 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**II. RECITALS.**

A. On June 3, 2005, an application for a tentative map was submitted to the City for approval of a tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The tentative tract map was prepared on behalf of Developer by **Andreasen Engineering, Inc.**, and is identified in City records as Tract map no. 62814 ("Tract map no.62814").

B. The tentative map for Tract map no. 62814 was deemed complete on September 19, 2005.

C. Developer has not completed all of the work or made all of the public improvements required by Title 17 of the Claremont Municipal Code ("CMC"), the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for Tract map no. 62814, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Chapter 17.212 of the CMC and Section 66411.1(b) of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract map no. 62814.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of Tract map no. 62814.

**III. TERMS.**

1.0 Effectiveness. This Agreement shall not be effective unless and until all the following conditions are satisfied in the sequential order hereinafter provided: (a) Developer provides City the security of the type and in the amounts required by this Agreement, and (b) Developer records Tract map no. 62814, and this Agreement is recorded in the Recorder's Office of the County of Los Angeles within twenty (20) working days after the Date of Execution. If the above described conditions are not satisfied, in the order of (a) and then (b), this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record Tract map no. 62814.

1.1 Incorporation of Recitals. The Recitals are true and are incorporated herein by reference.



2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract map no. 62814, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract map no. 62814 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct Public Improvements under this Agreement in a skillful

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and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires modification or alteration in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Additional Public Improvements. The additional public improvements should be those set forth in Exhibit B.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months after the Date of Execution.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent 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). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

**5.0 Grading.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract map no. 62814 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

**6.0 Utilities.** Developer shall provide utility services, including water, power, gas, and telephone service to serve each tract, lot, or unit of land within Tract map no. 62814 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land within Tract map no. 62814 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

**7.0 Fees and Charges.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract map no. 62814.

**8.0 City Inspection of Public Improvements.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

**9.0 Default; Notice; Remedies.**

**9.1 Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an

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immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy: City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, 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.

11.0 Acceptance of Improvements: As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City shall be authorized to accept the Public Improvements. The City may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Los Angeles a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements

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unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security: Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Twenty Six Thousand Seven Hundred Dollars (\$ 26,700.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated. The City may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract map no. 62814, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. To guarantee the Public Improvements during the Warranty period, the Developer shall maintain 15% of the security initially provided under this section, which shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract map no. 62814.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or

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equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **Twenty Six Thousand Seven Hundred Dollars (\$ 26,700.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

**13.3 Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall 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. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

**13.4 Evidence and Incorporation of Security.** Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

**14.0 Monument Security.** If Developer's field survey for Tract map no. 62814 necessitates setting monuments under Sections 66428 and 66495 of the Map Act ("Subdivision Monuments"), then prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all Subdivision Monuments in compliance with the City's Municipal and/or Development Code, Developer shall deposit cash with City in the amount of **One Thousand Seven Hundred and Fifty Dollars (\$1,750.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract map no. 62814.

**15.0 Lien.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

**16.0 Indemnification.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including

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wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

#### 17.0 Insurance.

17.1 Types: Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than **\$1,000,000** per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto or vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than **\$1,000,000** per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than **\$1,000,000** per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs,

claims, and administrative and defense expenses.

17.3 Additional Insured: Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance: Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates: Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term: Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best's rating of no less than A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, Tract Map no. 62814, nor any other related map, entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.



20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation: Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction: References: Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

**CITY:**  
City of Claremont  
207 Harvard Avenue  
Claremont, CA 91711

**Attn: City Clerk**

**DEVELOPER:**  
Neptune Investment Group, Inc.  
100 North Citrus Street, Suite 530  
West Covina, CA 91791

**Attn: Daoji Li**

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment: Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

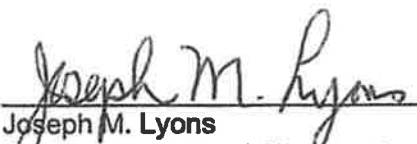
20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF CLAREMONT  
A Municipal Corporation

SUBDIVIDER:

By: Neptune Investments Group, Inc.

By:

  
Joseph M. Lyons  
Mayor of the City of Claremont

By:

  
Daoji Li  
Owner

By:

  
WEI ZHANG  
Owner

**NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles }

CAPACITY CLAIMED BY SIGNER:

Individual(s)  
Corporate \_\_\_\_\_  
Officer(s) \_\_\_\_\_  
Partner(s) \_\_\_\_\_  
Attorney-in-Fact \_\_\_\_\_  
Trustee(s) \_\_\_\_\_  
Subscribing Witness \_\_\_\_\_  
Guardian/Conservator \_\_\_\_\_  
Other \_\_\_\_\_

On April 21, 2014, before me, Sophia Yang, Notary Public, the undersigned notary public personally appeared Wei Zhang 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 he foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary



STATE OF CALIFORNIA }  
COUNTY OF Los Angeles }

CAPACITY CLAIMED BY SIGNER:

Individual(s)  
Corporate \_\_\_\_\_  
Officer(s) \_\_\_\_\_  
Partner(s) \_\_\_\_\_  
Attorney-in-Fact \_\_\_\_\_  
Trustee(s) \_\_\_\_\_  
Subscribing Witness \_\_\_\_\_  
Guardian/Conservator \_\_\_\_\_  
Other \_\_\_\_\_

On July 17, 2014, before me, Jamie L. Costanza, Notary Public, the undersigned notary public personally appeared Joseph M. Lyons 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 he foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

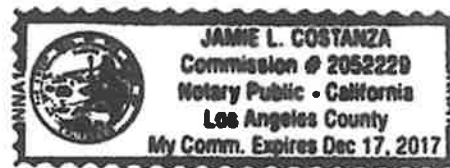


EXHIBIT "A"

**LEGAL DESCRIPTION OF PROPERTY**

**TRACT MAP NO. 62814**

**BEING A SUBDIVISION OF A PORTION OF LOT 16 OF NORTHEAST POMONA TRACT, AS  
PER MAP RECORDED IN BOOK 5, PAGE 461 OF MISCELLANEOUS RECORDS, IN THE  
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**

**EXHIBIT "B"****LIST OF PUBLIC IMPROVEMENTS****TRACT MAP NO. 62814**

Developer shall construct public improvements per the following approved plans:  
**Improvement Plan G-02-1317.**

Public Improvements include, but are not limited to:

- **Street improvements for San Jose Avenue**
  - Drive approach with truncated domes for accessibility**
  - Street Light**
  - Curb and Gutter**
  - Sidewalk**
- **Undergrounding of new and existing utility lines**

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**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**TRACT MAP NO. 62814**

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

**PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 26,700.00**

Surety:

Attorney-in-fact:

Address:

**MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 26,700.00**

Surety:

Attorney-in-fact:

Address:

**CASH MONUMENT SECURITY: \$ 1,750.00**

Amount deposited per Cash Receipt No.

Date:

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**KNOW ALL MEN BY THESE PRESENTS:**

THE CONDITION OF THIS OBLIGATION IS SUCH, that if 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, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.



Performance Bond, Page 2

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by \_\_\_\_\_ its \_\_\_\_\_ duly \_\_\_\_\_ authorized \_\_\_\_\_ Attorney-in-Fact \_\_\_\_\_ at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Principal

Surety

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

Individual

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

Attorney-in-Fact

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

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("Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all materialmen, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of **Twenty Six Thousand Seven Hundred Dollars (\$ 26,750.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

22

Labor and Material Bond. Page 2

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. 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.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by \_\_\_\_\_ its \_\_\_\_\_ duly \_\_\_\_\_ authorized \_\_\_\_\_ Attorney-in-Fact \_\_\_\_\_ at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

**EXHIBIT B**

**PERFORMANCE BOND  
SEE FOLLOWING PAGES**

# SURETEC INSURANCE COMPANY

1330 Post Oak Blvd., Suite 1100 Houston, TX 77056

## CHANGE RIDER

Date: March 24, 2025

To be attached to and form a part of:

Bond Number: 4463166

Principal: 365 Sanjose LLC

Obligee: City of Claremont

Said bond, issued by SureTec Insurance Company, as Surety, is hereby amended as follows:

### Increasing the Bond Amount:

From: \$26,700.00 (Twenty-Six Thousand, Seven Hundred Dollars and No/100)

To: \$55,300.00 (Fifty-Five Thousand, Three Hundred Dollars and No/100)

Effective date of rider: March 24, 2025.

All other terms and conditions shall remain the same.

Signed and sealed this 24<sup>th</sup> day of March, 2025.

### SureTec Insurance Company

**Surety**

By:

  
Jennifer K. Green, Attorney-In-Fact

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary 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

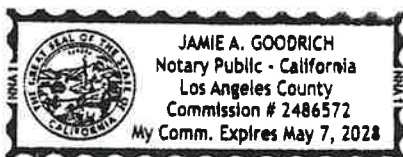
County of Los Angeles


Bond No.: 4463166

On March 24<sup>th</sup>, 2025 before me, **Jamie A. Goodrich, Notary Public**, personally appeared Jennifer K. Green, 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.



  
\_\_\_\_\_  
Jamie A. Goodrich, Notary Public

## 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:

Jennifer K. Green, JR Pudlik

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:

Ten Million and 00/100 Dollars (\$10,000,000.00)

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."

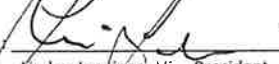
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 4th day of August, 2022.

SureTec Insurance Company

By:   
Michael C. Keimig, President



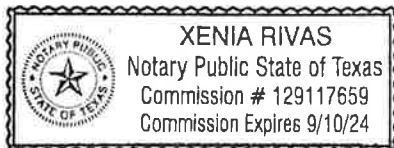
Markel Insurance Company

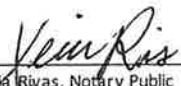
By:   
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

On this 4th day of August, 2022 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.

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

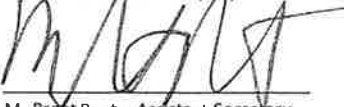


By:   
Xenia Rivas, Notary Public  
My commission expires 9/10/2024

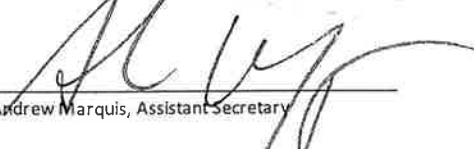
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

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

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Andrew Marquis, Assistant Secretary



## **PERFORMANCE BOND** (Subdivision Improvements)

**Bond No. :** 4463166  
**Premium:** \$668.00 / 2 years

**WHEREAS**, 365Sanjose LLC (herein designated as “Principal”), and City of Claremont (herein designated as “Obligee”) have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated September 12th, 2024 and identified as project 365 San Jose Avenue, Claremont, CA 91711; Tract No.: 0016; Parcel No. 8315-009-041, is hereby referred to and made a part hereof; and,

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

**NOW, THEREFORE**, we, the Principal and SureTec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of Twenty-Six Thousand, Seven Hundred and No/100 dollars (\$ 26,700.00) lawful money of the United States, for the payment of which sum well and truly 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 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 indemnify and save harmless the Obligee, 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. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

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 Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in 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, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.



In witness whereof, this instrument has been duly executed by the Principal and surety above named, on this 16<sup>th</sup> day of October, 2024.

**Principal**

**Address of Principal:**

**365 W San Jose Ave  
Claremont, CA 91711**

365Sanjose LLC

By: 

*Tianwei Dong CEO*

**Surety**

**Address of Surety:**

**3131 Camino del Rio N., Suite 1450  
San Diego, CA 92108  
619-400-4100**

SureTec Insurance Company

By: 

Jennifer K. Green, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary 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 Los Angeles


Bond No.: 4463166

On October 16<sup>th</sup>, 2024 before me, **Jamie A. Goodrich, Notary Public**, personally appeared Jennifer K. Green, 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.



  
Jamie A. Goodrich, Notary Public

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary 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

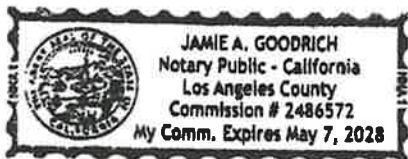
County of Los Angeles

Bond No.: 4463166

On October 22<sup>nd</sup>, 2024 before me, **Jamie A. Goodrich, Notary Public**, personally appeared Tianwei Dong, 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.




  
Jamie A. Goodrich, Notary Public

EXHIBIT C

**LABOR AND MATERIAL'S BOND**  
SEE FOLLOWING PAGES

# SURETEC INSURANCE COMPANY

1330 Post Oak Blvd., Suite 1100 Houston, TX 77056

## CHANGE RIDER

Date: March 24, 2025

To be attached to and form a part of:

Bond Number: 4463166

Principal: 365 Sanjose LLC

Obligee: City of Claremont

Said bond, issued by SureTec Insurance Company, as Surety, is hereby amended as follows:

### Increasing the Bond Amount:

From: \$26,700.00 (Twenty-Six Thousand, Seven Hundred Dollars and No/100)

To: \$55,300.00 (Fifty-Five Thousand, Three Hundred Dollars and No/100)

Effective date of rider: March 24, 2025.

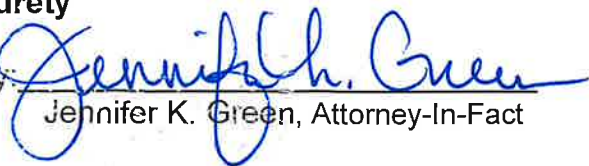
All other terms and conditions shall remain the same.

Signed and sealed this 24<sup>th</sup> day of March, 2025.

### SureTec Insurance Company

**Surety**

By:

  
Jennifer K. Green, Attorney-In-Fact

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary 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

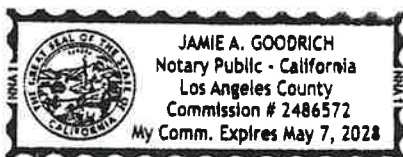
County of Los Angeles


Bond No.: 4463166

On March 24<sup>th</sup>, 2025 before me, **Jamie A. Goodrich, Notary Public**, personally appeared Jennifer K. Green, 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.



  
\_\_\_\_\_  
Jamie A. Goodrich, Notary Public

## 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:

Jennifer K. Green, JR Pudlik

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:

Ten Million and 00/100 Dollars (\$10,000,000.00)

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."

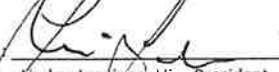
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 4th day of August, 2022.

SureTec Insurance Company

By:   
Michael C. Keimig, President



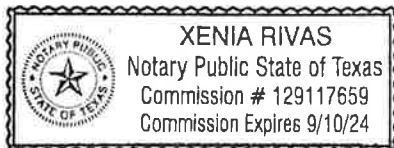
Markel Insurance Company

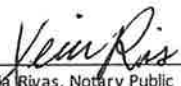
By:   
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

On this 4th day of August, 2022 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.

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




By:   
Xenia Rivas, Notary Public  
My commission expires 9/10/2024

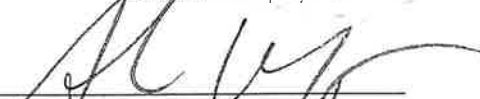
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

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

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Andrew Marquis, Assistant Secretary



## **LABOR AND MATERIAL'S BOND**

**(Subdivision Improvements)**

**Bond No. : 4463166**

**Premium: Included in Performance Bond**

**WHEREAS**, 365Sanjose LLC (herein designated as "principal"), and City of Claremont (herein designated as "obligee") have entered into an agreement whereby principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated September 12th, 2024 and identified as project 365 San Jose Avenue, Claremont, CA 91711, Tract No.: 0016; Parcel No. 8315-009-041 is hereby referred to and made a part hereof; and,

**WHEREAS**, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Claremont to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

**NOW, THEREFORE**, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Claremont and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of Twenty-Six Thousand, Seven Hundred and No/100 dollars (\$26,700.00), for materials furnished or labor thereon of any kind, or for amounts due the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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



In witness whereof, this instrument has been duly executed by the principal and surety above named, on this 16<sup>th</sup> day of October, 2024.

**Principal**

**Address of Principal:**

**365 W San Jose Ave  
Claremont, CA 91711**

365Sanjose LLC

By: 

*Tianwei Dong* **CZO**  
**Surety**

**Address of Surety:**

**3131 Camino del Rio N., Suite 1450  
San Diego, CA 92108  
619-400-4100**

SureTec Insurance Company

By: 

*Jennifer K. Green*  
Jennifer K. Green, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary 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 Los Angeles


Bond No.: 4463166

On October 16<sup>th</sup>, 2024 before me, **Jamie A. Goodrich, Notary Public**, personally appeared Jennifer K. Green, 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.



  
Jamie A. Goodrich, Notary Public

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary 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 Los Angeles

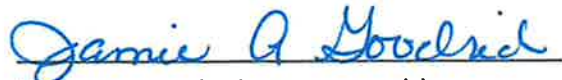
Bond No.: 4463166

On October 22<sup>nd</sup>, 2024 before me, **Jamie A. Goodrich, Notary Public**, personally appeared Tianwei Dong, 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.



  
Jamie A. Goodrich, Notary Public

# 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:

Jennifer K. Green, JR Pudlik

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:

Ten Million and 00/100 Dollars (\$10,000,000.00)

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 4th day of August, 2022.

SureTec Insurance Company

By:   
Michael C. Keimig, President



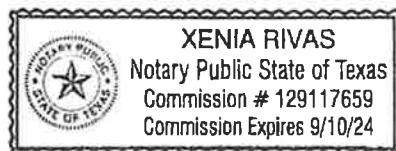
Markel Insurance Company

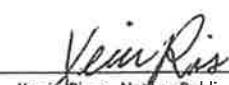
By:   
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

On this 4th day of August, 2022 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.

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




By:   
Xenia Rivas, Notary Public  
My commission expires 9/10/2024


We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify 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 not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 16th day of October, 2024.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Andrew Marquis, Assistant Secretary

**EXHIBIT D**

**CASH MONUMENT SECURITY**  
**SEE FOLLOWING PAGES**



## City of Claremont

Engineering Division - (909) 399-5465  
207 Harvard Avenue, P.O. Box 880, Claremont, CA 91711-0880

Application for

### Public Works Construction Permit

Refund Deposit To: \$ 1

**Permit No. PW0-002-044**

**Project Address**

**365 W San Jose Ave**

**VALIDATION**

**Owner Name, Address and Phone No.**

365 SAN JOSE LLC

2424 LOMA AVE

SOUTH EL MONTE, CA 91733

(626) 560-8687

**Contractor Name, Address and Phone**

#### DESCRIPTION OF WORK

NOT A PERMIT - TR 62814 Subdivision Improvement Bond Amounts  
(REPLACEMENT BONDS. TO BE ACCEPTED BY CITY COUNCIL WITH ASSIGNMENT & ASSUMPTION AGREEMENT)

I hereby acknowledge that I have read this application and state that this is correct and agree to comply with the requirements of this permit, all City ordinances, standards, specifications, state laws, and the Standard Specifications for Public Works Construction, latest edition.

Signature \_\_\_\_\_

Company \_\_\_\_\_

Authorized By \_\_\_\_\_

Date \_\_\_\_\_

This permit becomes a public works construction permit when properly filled out, signed, approved, and validated. This permit becomes null and void ninety (90) days from date of issuance. **INSPECTION IS REQUIRED-24-Hour notice must be given to the Engineering Division (909) 399-5481.**

#### LICENSED CONTRACTOR'S DECLARATION

I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Contractor, State Lic. & Classif. \_\_\_\_\_

Contractor Signature and Date \_\_\_\_\_

#### OWNER - BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractors License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors License Law (Chapter 9, commencing with Section 7000 of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500):

- ☐ I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving he or she did not build or improve for the purpose of sale).
- ☐ I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law).
- ☐ I am exempt under Sec. \_\_\_\_\_, B. & P.C. for this reason: \_\_\_\_\_

Owner Signature and Date \_\_\_\_\_

#### WORKER'S COMPENSATION DECLARATION

I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Worker's Compensation Insurance, or a certified copy thereof. (Sec. 3800, Labor Code.)

Company \_\_\_\_\_

Policy No. \_\_\_\_\_

☐ Copy is filed with the City

☐ Certified copy is hereby furnished.

#### CERTIFICATE OF EXEMPTION FROM WORKER'S COMPENSATION INSURANCE

(This section need not be completed if the permit is for one hundred dollars (\$100) valuation or less.)

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California.

Signature and Date \_\_\_\_\_

#### Comments

Cash Monument Security: \$1,750.00

#### Fee Detail

QTY	UOM	DESC	AMT DUE	AMT PAID
###		PW Deposit		
Totals for: 110-231				
Grand Totals:			\$1,750.00	

COLLECT MONUMENT

CASH BOND : \$1,750.00

(SR)

CITY OF CLAREMONT  
FINANCE  
207 HARVARD

City of Claremont

Engineering Division - (909) 399-5465  
Revenue, P.O. Box 880, Claremont, CA 91711-0880

Refund Deposit To:

Application for

Public Works Construction Permit

Project Address

365 W San Jose Ave

Contractor Name, Address and Phone

VALIDATION

DESCRIPTION OF WORK

Permit Bond Amounts

CITY COUNCIL WITH ASSIGNMENT & ASSUMPTION

I state that this is correct and agree to comply with the requirements of this permit, all City ordinances, standards, for Public Works Construction, latest edition.

Company

Date

permit when properly filled out, signed, approved, and validated. This permit becomes null and void  
NOTION IS REQUIRED-24-Hour notice must be given to the Engineering Division (909) 399-5481.

Comments

Cash Monument Security: \$1,750.00

Fee Detail

QTY	UOM	DESC	AMT DUE	AMT PAID
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Totals for: 110-231

Grand Totals: \$1,750.00

COLLECT MONUMENT  
CASH BOND: \$1,750.00

SR

CITY OF CLAREMONT  
FINANCE  
207 HARVARD

OTC

Reg#/Rcpt#: 001-00139816 [ TSYLVA ]

Accounting Date: Tue, Oct 22, 2024

Date/Time: Tue, Oct 22, 2024 11:39 AM

630\PUBLIC WORKS DEPOSIT

10-231

EF#:PWO-002-044

MOUNT = \$ 1,750.00

RECEIPT TOTAL = \$ 1,750.00

Payments

mt# :1

payer :365 SAN JOSE LLC

ETHOD :CK \$ 1,750.00

pf# : 7280

RECEIPT SUMMARY

TOTAL TENDERED = \$ 1,750.00

RECEIPT TOTAL = \$ 1,750.00

CHANGE DUE = \$ 0.00

HAVE A NICE DAY!

commencing with Section 7000)  
is in full force and effect.

the Contractors License Law for  
code: Any city or county which  
prior to its red statement that he or she is  
w (Chapter 9, commencing with  
le) or that he or she is exempt

therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any  
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☐ I, as owner of the property, or my employees with wages as their sole compensation, will  
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or her own employees, provided that such improvements are not intended or offered for  
sale. If, however, the building or improvement is sold within one year of completion, the  
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License Law does not apply to an owner of property who builds or improves thereon, and  
who contracts for such projects with a contractor(s) licensed pursuant to the Contractors  
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Owner Signature and Date

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