

RESOLUTION NO. 2024-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS AS SHOWN ON
APPROVED DUNES (FORMERLY UNIVERSITY VILLAGE) IMPROVEMENT
PLANS AND FINAL MAP FOR RESIDENTIAL PHASE 2 EAST (NOT
INCLUDING HILLTOP PARK), AUTHORIZING CITY CLERK TO RELEASE
BOND SECURITIES, ACCEPTING A WARRANTY BOND, AND RECORD
ACCEPTANCE WITH MONTEREY COUNTY RECORDER'S OFFICE

WHEREAS, at the regular meeting of February 2, 2021, the City Council adopted Resolution No. 2021-06, approving the Residential Phase 2 East Final Map for The Dunes on Monterey Bay Development Project Subdivision. At the same meeting, City Council adopted Resolution No. 2021-05, approving the Public Improvement Agreement for the residential public improvements, and;

WHEREAS, the Final Map of Tract No. 1550, recorded in the Monterey County Recorders Office in Volume 24 of Cities and Towns, at page 73 specifies the dedications for public use as part of the Owner's Statement ("**EXHIBIT A**"). Streets dedicated to the City on this map include portions of 4th Avenue, 8th Street, 9th Street, Beacon Court, Beacon Drive, Bungalow Court, California Avenue, Catwalk Court, Kitetail Lane, Sandy Gulch Drive, Skyview Drive, Telegraph Boulevard, T1depool Lane, and Wharf Terrace, and;

WHEREAS, the Marina Community Partners (MCP), the subdivider, has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of \$5,820,000, and;

WHEREAS, the Improvements required by the improvement plans entitled "The Dunes on Monterey Bay Phase 2 East Improvement Plans" ("**Improvement Plans**"), and approved by the City Engineer on December 18, 2020, were completed by MCP in substantial conformance with the approved Improvement Plans for the project. Hilltop Park Improvements were not included in the Improvement Plans for Phase 2 East Residential and are not included in this acceptance, and;

WHEREAS, the Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council, and;

WHEREAS, therefore, a request is being made by MCP to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond (\$582,000) for public improvements in Phase 2 East will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by MCP, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for streetlights, sidewalks, pavement, and stormwater improvements will be covered by the City and financed through the established Community Facilities District, and;

WHEREAS, the fiscal impacts for maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2015-01. The City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Accept dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans and Final Map for Residential Phase 2 East (not including Hilltop Park);
2. Authorize the City Clerk to release Performance, and Labor and Materials bond securities;
3. Authorize the City Clerk to accept a warranty bond, and;
4. Authorize the City Clerk to record acceptance with Monterey County Recorder's Office.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 15th day of October 2024 by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala, Delgado, Visscher

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Liesbeth Visscher, Mayor Pro Tem

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A TO STAFF REPORT

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OWNER'S STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- FOR ROAD AND UTILITY PURPOSES, THOSE PORTIONS OF LAND DESIGNATED HEREON AS BEACON COURT, BEACON DRIVE, BUNGALOW COURT, CALIFORNIA AVENUE, CATWALK COURT, KITETAIL LANE, SANDY GULCH DRIVE, SKYVIEW DRIVE, TELEGRAPH BOULEVARD, TIDPOOL LANE, WHARF TERRACE, 4TH AVENUE, 8TH STREET, AND 9TH STREET WITHIN THE SUBDIVISION. THIS OFFER OF DEDICATION TO THE CITY OF MARINA IS IRREVOCABLE; SUBJECT TO THE RESERVATION OF THE RIGHT TO MAINTAIN LANDSCAPING, IRRIGATION AND STORM DRAIN WITHIN SAID STREETS.
- FOR OPEN SPACE PURPOSES, THOSE PORTIONS OF SAID LAND DESIGNATED HEREON AS PARCELS OS-2.2, OS-2.4, AND OS-2.5.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- PUBLIC UTILITY EASEMENTS (PUE), WHERE DESIGNATED WITHIN THE SUBDIVISION SHOWN ON THIS MAP FOR THE CONSTRUCTION, MAINTENANCE, USE, REPLACEMENT, IMPROVEMENT, AND OPERATION OF, SANITARY SEWERS, STORM DRAINS AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT.
- FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES (EMERGENCY VEHICLE ACCESS EASEMENT, OR EVAE), THE AREAS DESIGNATED HEREON AS PARCELS L2.1 THROUGH L2.10, INCLUSIVE.
- PUBLIC UTILITY EASEMENTS (PUE) OVER, UNDER, AND UPON THE PRIVATE STREETS DESIGNATED HEREON AS PARCELS L2.1 THROUGH L2.10, INCLUSIVE, FOR THE CONSTRUCTION, MAINTENANCE, USE AND OPERATION OF SANITARY SEWER, STORM DRAINS AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT.
- STORM DRAIN EASEMENT (SDE) OVER, UNDER, AND ACROSS THE DESIGNATED AREAS AS SHOWN HEREON, FOR PUBLIC STORM DRAINAGE PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSES OF REPAIR, REPLACEMENT, AND MAINTENANCE OF STORM DRAINAGE FACILITIES. UNDERGROUND PIPING ARE TO BE MAINTAINED BY THE CITY OF MARINA. SAID AREAS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.

THE ABOVE PUBLIC USE EASEMENT DEDICATIONS SHALL INCLUDE REASONABLE RIGHT OF INGRESS AND EGRESS OVER ADJOINING LANDS WITHIN THIS SUBDIVISION.

THE AREAS DESIGNATED AS PARCELS L2.1 THROUGH L2.10, INCLUSIVE, ARE PRIVATE STREETS RETAINED BY OWNER FOR FUTURE TRANSFER TO AN OWNERS ASSOCIATION, SUBJECT TO THE HEREINABOVE DEDICATION OF EASEMENTS FOR PUBLIC PURPOSES.

PARCELS OS-2.1, OS-2.6, OS-2.7, OS-2.8, OS-2.9, OS-2.10, OS-2.11, AND OS-2.12 ARE "RESERVED AS PRIVATE OPEN SPACE" AND ARE TO BE OWNED AND MAINTAINED BY THE OWNERS ASSOCIATION.

PARCEL OS-2.3 IS TO BE RETAINED BY THE OWNER FOR FUTURE DEVELOPMENT OR TRANSFER.

WE ALSO HEREBY CREATE A PRIVATE WALKWAY EASEMENT (WE) OVER AND ACROSS THE DESIGNATED AREAS AS SHOWN HEREON, WHICH WILL REMAIN PRIVATE AND WILL BE TRANSFERRED TO THE OWNERS ASSOCIATION AT A FUTURE DATE. THE DESIGNATED USE AND MAINTENANCE OF THESE EASEMENTS SHALL BE AS PROVIDED BY THE PROJECT COVENANTS, CONDITIONS, AND RESTRICTIONS.

WE ALSO HEREBY RELINQUISH ANY AND ALL RIGHTS OF INGRESS AND EGRESS TO VEHICULAR TRAFFIC (ABUTTER'S RIGHTS) ACROSS THE LINES AS SHOWN ON HEREON MAP AND DEPICTED AS ||||||

SUBDIVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OR ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS OR EMPLOYEES, TO ATTACK, SET ASIDE, VOID OR ANNUL AN APPROVAL OF THE CITY, ITS CITY COUNCIL, PLANNING COMMISSION, OR OTHER BOARD, ADVISORY AGENCY OR LEGISLATIVE BODY CONCERNING THIS SUBDIVISION. CITY WILL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM, ACTION OR PROCEEDING AGAINST IT AND WILL COOPERATE FULLY IN THE DEFENSE. THIS CONDITION IS IMPOSED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66474.9.

OWNER: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: Layne Marceau, AUTHORIZED AGENT
BY: Donald A. Hofer, AUTHORIZED AGENT

OWNER'S ACKNOWLEDGEMENT

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California

COUNTY OF Alameda

ON March 23, 2021

BEFORE ME, Kathy Lynn Barlow, NOTARY PUBLIC

PERSONALLY APPEARED Layne Marceau, 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]

NOTARY PUBLIC'S NAME: Kathy Lynn Barlow

COUNTY OF BUSINESS: Alameda

COMMISSION EXPIRATION DATE: March 2, 2022

COMMISSION NUMBER: 2230180

OWNER'S ACKNOWLEDGEMENT

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STATE OF California

COUNTY OF Alameda

ON March 23, 2021

BEFORE ME, Kathy Lynn Barlow, NOTARY PUBLIC

PERSONALLY APPEARED Donald A. Hofer, 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.

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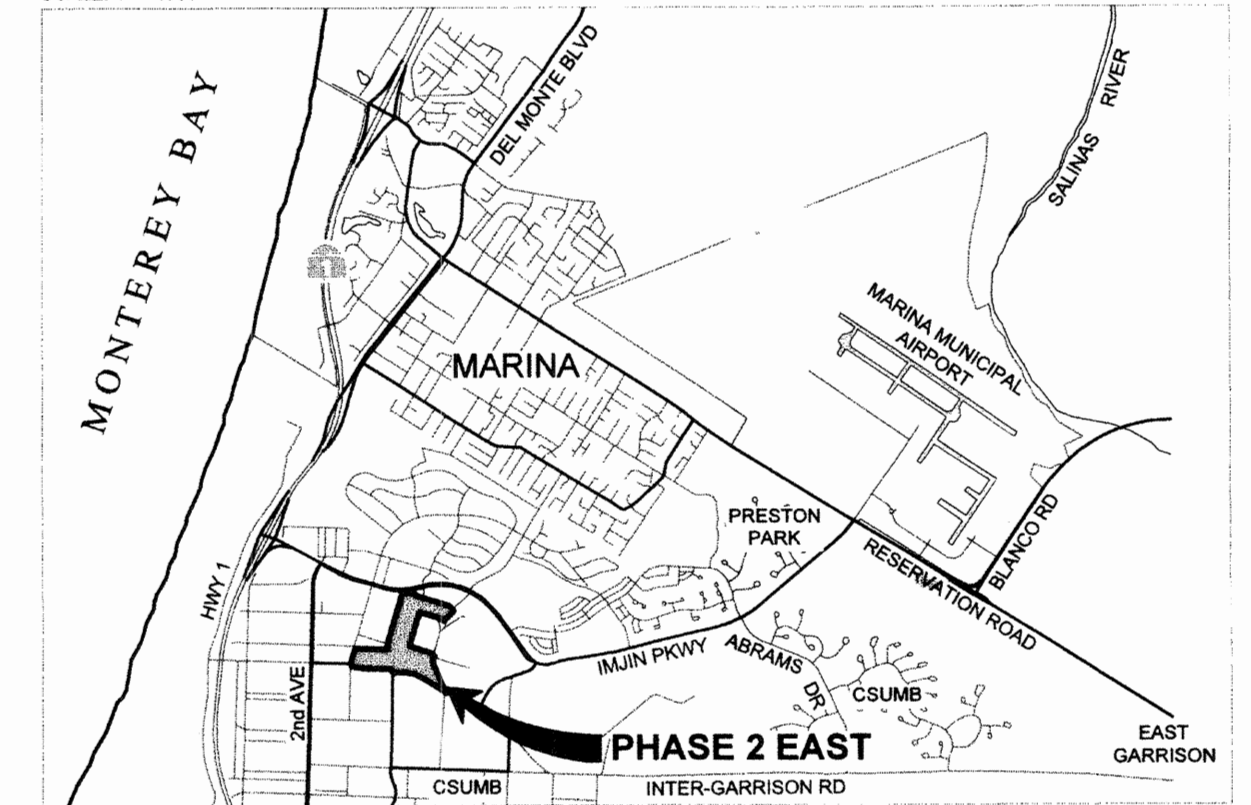
DEDICATION CERTIFICATE

THE CITY OF MARINA SHALL, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66477.5 IN ITS PRESENT FORM OR AS IT MAY FROM TIME TO TIME BE AMENDED, RECONVEY THOSE PORTIONS OF LAND DESIGNATED HEREON AS BEACON COURT, BEACON DRIVE, BUNGALOW COURT, CALIFORNIA AVENUE, CATWALK COURT, KITETAIL LANE, SANDY GULCH DRIVE, SKYVIEW DRIVE, TELEGRAPH BOULEVARD, TIDPOOL LANE, WHARF TERRACE, 4TH AVENUE, 8TH STREET, AND 9TH STREET WITHIN THE SUBDIVISION IN FEE FOR PUBLIC USE, TO THE SUBDIVIDER NAMED BELOW, THEIR SUCCESSORS, HEIRS OR ASSIGNEES, IF THE CITY COUNCIL OF THE CITY OF MARINA SHOULD DETERMINE THAT THE SAME PUBLIC PURPOSE FOR WHICH SAID PARCELS WERE DEDICATED NO LONGER EXISTS OR THAT SAID PARCELS OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, EXCEPT FOR ALL OR ANY PORTIONS OF THE PROPERTY THAT IS STILL REQUIRED FOR THAT SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES.

SUBDIVIDERS: SHEA HOMES LIMITED PARTNERSHIP
2630 SHEA CENTER DRIVE
LIVERMORE, CA 94551

VICINITY MAP

SCALE: 1" = 400'



COUNTY RECORDER'S STATEMENT

FILED THIS 9th DAY OF June, 2021, AT 8:10 A.M., IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 73, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.
TRACT #1550

STEPHEN L. VAGNINI
RECORDER
MONTEREY COUNTY, CALIFORNIA

BY: [Signature]
DEPUTY RECORDER

FEE: \$ 107.00

DOC NO. 2021040377

TRACT NO. 1550 THE DUNES ON MONTEREY BAY PHASE 2 EAST

A SUBDIVISION OF LOT 23 AS SHOWN ON "TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE", FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND CONTAINING 45.998 ACRES

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 1 OF 13

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SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED SINCE THEIR INTEREST CANNOT RIPEN INTO A FEE.

1. THE UNITED STATES OF AMERICA, HOLDER OF MINERAL RIGHTS AND RIGHT OF SURFACE ENTRY AS RESERVED IN THE QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA TO THE FORT ORD REUSE AUTHORITY RECORDED MARCH 15, 2004, INSTRUMENT NO. 2004023330, OFFICIAL RECORDS OF MONTEREY COUNTY AND AMENDED AND RE-RECORDED JULY 9, 2004, INSTRUMENT NO. 2004072094, OFFICIAL RECORDS OF MONTEREY COUNTY.
2. PACIFIC GAS AND ELECTRIC, EASEMENT HOLDER UNDER DOCUMENT RECORDED APRIL 17, 1997 IN REEL 3506, PAGE 1533, OFFICIAL RECORDS OF MONTEREY COUNTY.

SOILS REPORT STATEMENT

A SOILS REPORT DATED MARCH 23, 2020 PREPARED BY BERLOGAR STEVENS & ASSOCIATES HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF MARINA'S PUBLIC WORKS DEPARTMENT.

PLANNING COMMISSION STATEMENT

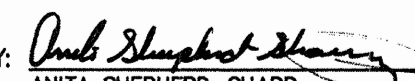
I, FRED AEGERTER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR, CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE CITY COUNCIL OF THE CITY OF MARINA ON MAY 31, 2005, AND SUBSEQUENT AMENDMENTS APPROVED OCTOBER 2, 2008 AND MAY 19, 2020, THAT ALL THE PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT", AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE, HAVE BEEN COMPLIED WITH.


FRED AEGERTER, AICP
COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR
CITY OF MARINA

CITY CLERK'S STATEMENT

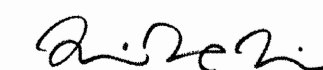
I, ANITA SHEPHERD-SHARP, DEPUTY CITY CLERK OF THE CITY OF MARINA, HEREBY CERTIFY THAT THE CITY COUNCIL OF SAID CITY OF MARINA APPROVED THE HEREIN MAP ON THE 2nd DAY OF February, 2021, AND ACCEPTS ON BEHALF OF THE PUBLIC, IN FEE, SUBJECT TO IMPROVEMENTS, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP BY RESOLUTION NO. 2021-06 AND ACCEPTS ON BEHALF OF THE PUBLIC ALL PARCELS OFFERED FOR DEDICATION, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND ACCEPTS ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION.

I FURTHER STATE THAT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THE EASEMENT FOR PUBLIC UTILITIES PER INSTRUMENT NO. 2020017975, OFFICIAL RECORDS OF SAID COUNTY, IN ACCORDANCE WITH PROVISION NO. 6 OF SAID INSTRUMENT AND SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

BY: 
ANITA SHEPHERD-SHARP
DEPUTY CITY CLERK OF MARINA

CITY ENGINEER & SURVEYOR'S STATEMENT

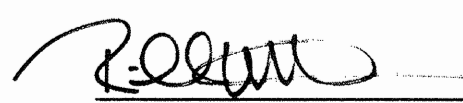
I, BRIAN McMINN, CITY ENGINEER AND CITY SURVEYOR OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND AM SATISFIED THAT IT IS TECHNICALLY CORRECT; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT", AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE HAVE BEEN COMPLIED WITH.


BRIAN McMINN, PE 64143, PLS 8116
CITY ENGINEER, CITY SURVEYOR
CITY OF MARINA, CALIFORNIA

DATE: APRIL 12, 2021

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION IN JULY 2020, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, IN MAY 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER, 2022 AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.


RICHARD P. WEBER
P.L.S. No. 8002
DATE: April 9, 2021

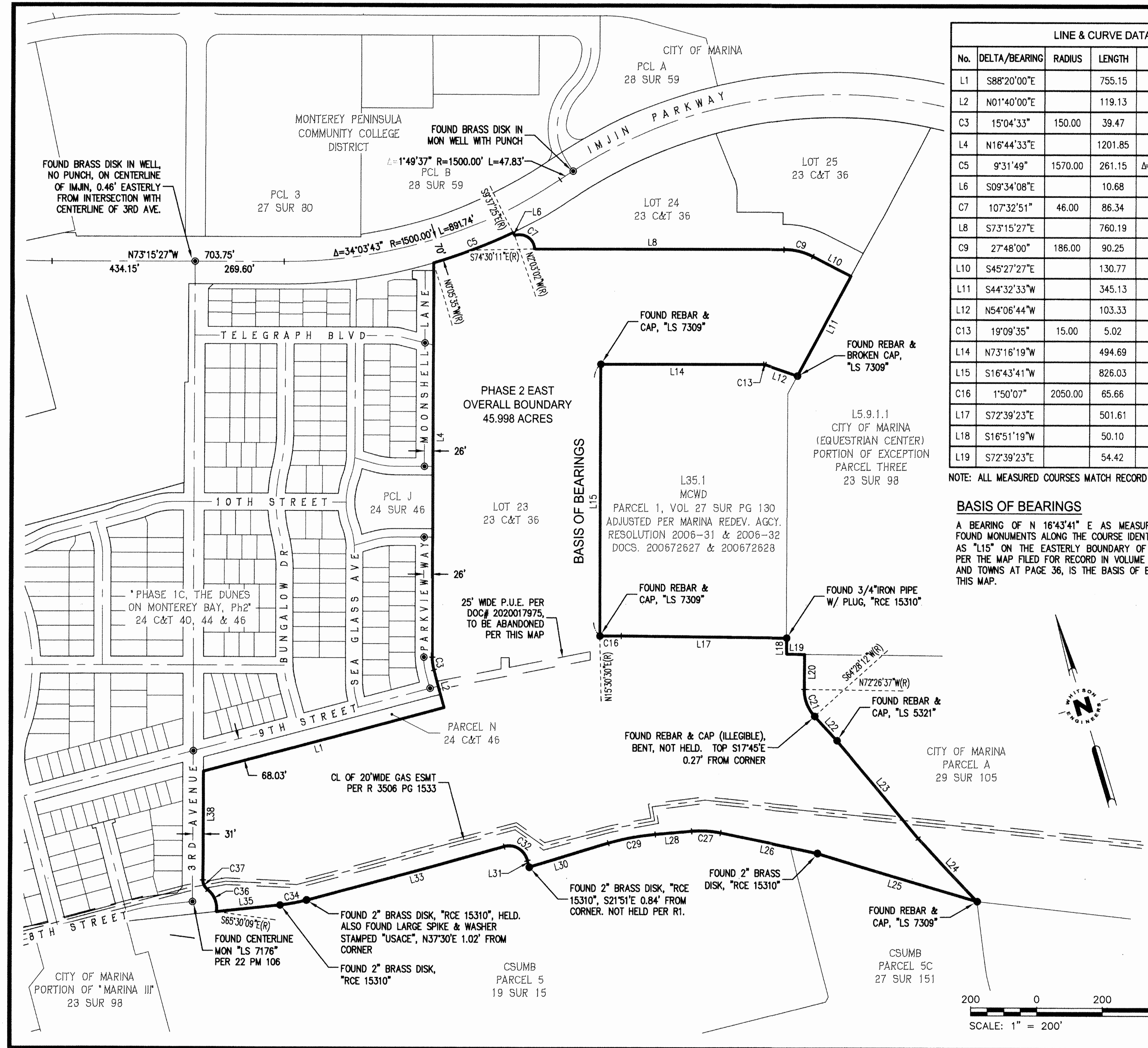


TRACT NO. 1550 THE DUNES ON MONTEREY BAY PHASE 2 EAST

A SUBDIVISION OF LOT 23 AS SHOWN ON
"TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE",
FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36,
OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA
AND CONTAINING 45.998 ACRES

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

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LINE & CURVE DATA				
No.	DELTA/BEARING	RADIUS	LENGTH	RECORD
L1	S88°20'00"E		755.15	(R1)
L2	N01°40'00"E		119.13	119.16' (R1)
C3	15°04'33"	150.00	39.47	(R1)
L4	N16°44'33"E		1201.85	1201.97' (R1)
C5	9°31'49"	1570.00	261.15	Δ=9°31'06" L=260.82' (R1)
L6	S09°34'08"E		10.68	10.67' (R1)
C7	107°32'51"	46.00	86.34	(R1)
L8	S73°15'27"E		760.19	(R1)
C9	27°48'00"	186.00	90.25	(R1)
L10	S45°27'27"E		130.77	(R1)
L11	S44°32'33"W		345.13	345.03' (R1)
L12	N54°06'44"W		103.33	103.53' (R1)
C13	19°09'35"	15.00	5.02	(R1)
L14	N73°16'19"W		494.69	494.33' (R1)
L15	S16°43'41"W		826.03	826.28' (R1)
C16	1°50'07"	2050.00	65.66	(R1)
L17	S72°39'23"E		501.61	501.89' (R1)
L18	S16°51'19"W		50.10	50.00' (R1)
L19	S72°39'23"E		54.42	54.15' (R1)

LINE & CURVE DATA				
No.	DELTA/BEARING	RADIUS	LENGTH	RECORD
L20	S17°18'43"W		106.94	(R1)
C21	43°05'11"	120.00	90.24	(R1)
L22	S25°43'07"E		100.62	(R1)
L23	S23°01'05"E		387.29	(R1)
L24	S26°54'48"E		260.87	(R1)
L25	N56°50'19"W		506.45	N56°49'36"W 506.33' (R1)
L26	N61°35'00"W		300.28	(R1)
C27	16°45'00"	300.00	87.70	(R1)
L28	N78°20'00"W		110.24	(R1)
C29	11°10'00"	750.00	146.17	(R1)
L30	N89°30'00"W		252.67	(R1)
L31	N01°40'00"E		19.79	(R1)
C32	90°00'00"	58.00	91.11	(R1)
L33	N88°20'00"W		622.91	(R1)
C34	8°50'00"	525.00	80.94	(R1)
L35	N79°30'00"W		192.82	192.89' (R1)
C36	59°34'18"	73.00	75.90	(R1)
C37	51°49'00"	37.00	33.46	(R1)
L38	N16°44'33"E		328.66	328.60' (R1)

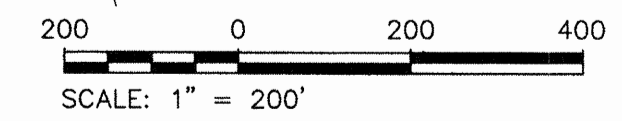
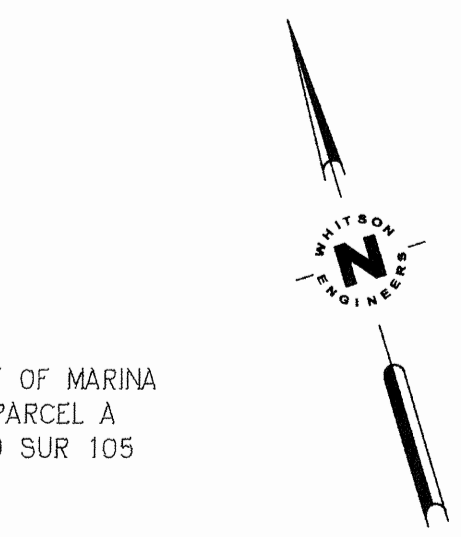
NOTE: ALL MEASURED COURSES MATCH RECORD DATA PER R1 EXCEPT WHERE OTHERWISE INDICATED

BASIS OF BEARINGS

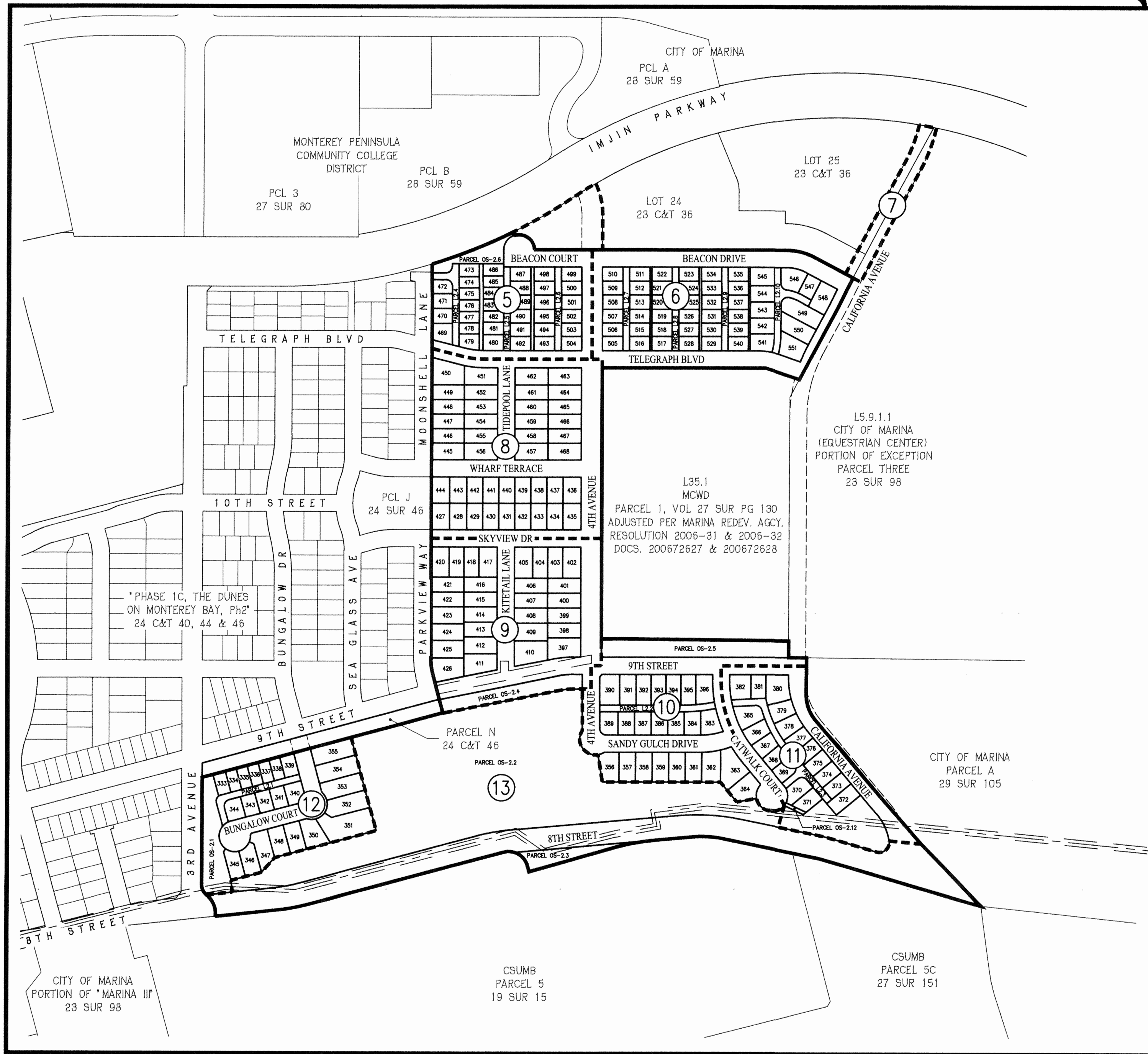
A BEARING OF N 16°43'41" E AS MEASURED BETWEEN FOUND MONUMENTS ALONG THE COURSE IDENTIFIED HEREON AS "L15" ON THE EASTERLY BOUNDARY OF LOT 23, AS PER THE MAP FILED FOR RECORD IN VOLUME 23 OF CITIES AND TOWNS AT PAGE 36, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- SUBDIVISION BOUNDARY
- PROPERTY LINE
- - - EASEMENT LINE
- - - CENTERLINE
- - - TIE LINE
- RELINQUISHMENT OF ABUTTERS RIGHTS
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (M-CL) MONUMENT TO CENTERLINE
- ⊙ SET STANDARD STREET MONUMENT STAMPED LS 8002.
- ⊙ FOUND STANDARD STREET MONUMENT STAMPED LS 9177 PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
- FOUND MONUMENT, AS NOTED.
- AC ACRES
- (BD) BOUNDARY
- PCL PARCEL
- P.U.E. PUBLIC UTILITIES EASEMENT
- SDE STORM DRAIN EASEMENT
- SF SQUARE FEET
- (R1) VOLUME 23 CITIES & TOWNS, PAGE 36



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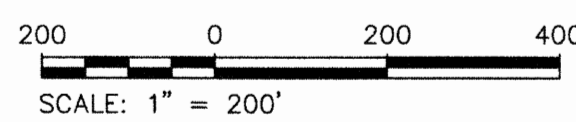


LEGEND

- SUBDIVISION BOUNDARY
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- TIE LINE
- RELINQUISHMENT OF ABUTTERS RIGHTS
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (M-CL) MONUMENT TO CENTERLINE
- ◎ SET STANDARD STREET MONUMENT STAMPED LS 8002.
- ◎ FOUND STANDARD STREET MONUMENT STAMPED LS 9177 PER 24 C&T 46, EXCEPT WHERE OTHERWISE NOTED.
- FOUND MONUMENT, AS NOTED.
- AC ACRES
- (BD) BOUNDARY
- PCL PARCEL
- P.U.E. PUBLIC UTILITIES EASEMENT
- SDE STORM DRAIN EASEMENT
- SF SQUARE FEET
- (R1) VOLUME 23 CITIES & TOWNS, PAGE 36
- SHEET BOUNDARY
- ⑥ SHEET NUMBER

NOTES:

1. ALL PROPERTY CORNERS AND ANGLE POINTS OF LOTS NOT ADJACENT TO THE STREET SHALL BE MONUMENTED WITH 3/4" IRON PIPE AND PLUG STAMPED LS 8002.
2. ALL CORNERS ADJACENT TO A STREET SHALL BE REFERENCED WITH A NAIL AND TAG LS 8002 IN THE TOP OF CURB ON THE LOT LINE PROJECTION. IF CURB DOES NOT EXIST, NOTE 1 APPLIES.

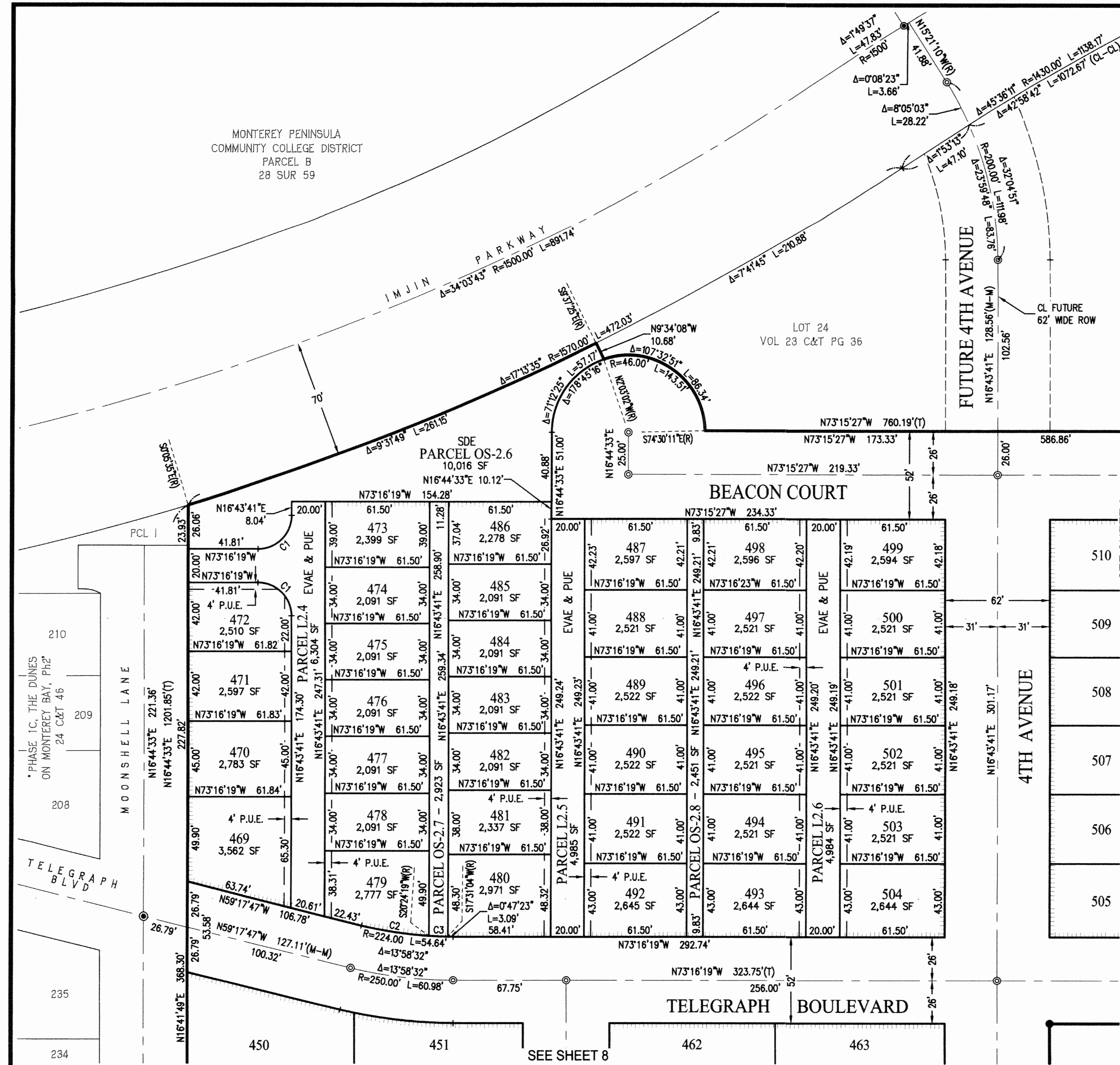


**TRACT NO. 1550
THE DUNES ON MONTEREY BAY
PHASE 2 EAST**

A SUBDIVISION OF LOT 23 AS SHOWN ON
"TRACT No. 1472, "NORTH AND WEST MARINA VILLAGE",
FILED IN VOLUME 23 CITIES & TOWNS, PAGE 36,
OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA
AND CONTAINING 45.998 ACRES

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

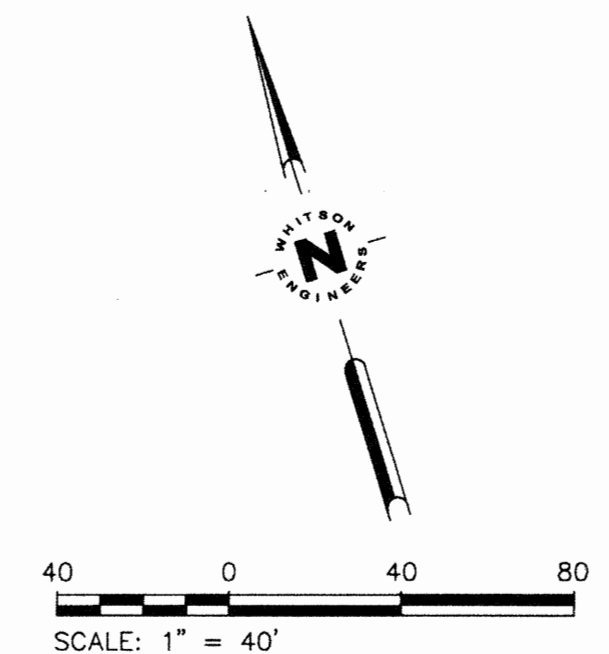
Vol 24 C&T PS 73



- LEGEND**
- SUBDIVISION BOUNDARY
 - PROPERTY LINE
 - - - EASEMENT LINE
 - - - CENTERLINE
 - - - TIE LINE
 - - - RELINQUISHMENT OF ABUTTERS RIGHTS
 - (T) TOTAL
 - (R) RADIAL
 - (M-M) MONUMENT TO MONUMENT
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 - AC ACRES
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 - PCL PARCEL
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 - SDE STORM DRAIN EASEMENT
 - SF SQUARE FEET
 - WE WALKWAY EASEMENT
 - (R1) VOLUME 23 CITIES & TOWNS, PAGE 36

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	90°00'00"	20.00'	31.42'
C2	101°17'53"	224.00'	40.26'
C3	2°53'15"	224.00'	11.29'

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.



TRACT NO. 1550 THE DUNES ON MONTEREY BAY PHASE 2 EAST

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6 HARRIS COURT, MONTEREY CALIFORNIA

JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 5 OF 13

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SEE SHEET 7

LOT 25
VOL 23 C&T PG 36

LOT 24
VOL 23 C&T PG 36

CURVE TABLE				CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH	NO.	DELTA	RADIUS	LENGTH
C1	5°04'20"	226.00'	20.01'	C5	15°17'51"	140.00'	37.38'
C2	81°41'33"	20.00'	28.52'	C6	102°31'01"	20.00'	35.79'
C3	12°46'21"	160.00'	35.67'	C7	19°30'25"	160.00'	54.48'
C4	6°44'04"	160.00'	18.81'	C8	10°04'44"	450.00'	79.16'

FUTURE 4TH AVENUE

CL FUTURE 62' WIDE
RIGHT-OF-WAY

N73°15'27"W 760.19'(T)

BEACON DRIVE

PARCEL OS-2.9

PARCEL OS-2.10

PARCEL OS-2.11

4TH AVENUE

BASIS OF BEARINGS

FOUND REBAR &
CAP, "LS 7309"

L35.1
MCWD
PARCEL 1, VOL 27 SUR PG 130
ADJUSTED PER MARINA REDEV. AGCY.
RESOLUTION 2006-31 & 2006-32
DOCS. 200672627 & 200672628

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

LEGEND

- _____ SUBDIVISION BOUNDARY
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 (R1) VOLUME 23 CITIES & TOWNS, PAGE 36

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- SF SQUARE FEET
- WE WALKWAY EASEMENT

FOUND REBAR &
BROKEN CAP, —
"LS 7309"

TRACT NO. 1550
THE DUNES ON MONTEREY BAY
PHASE 2 EAST

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WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

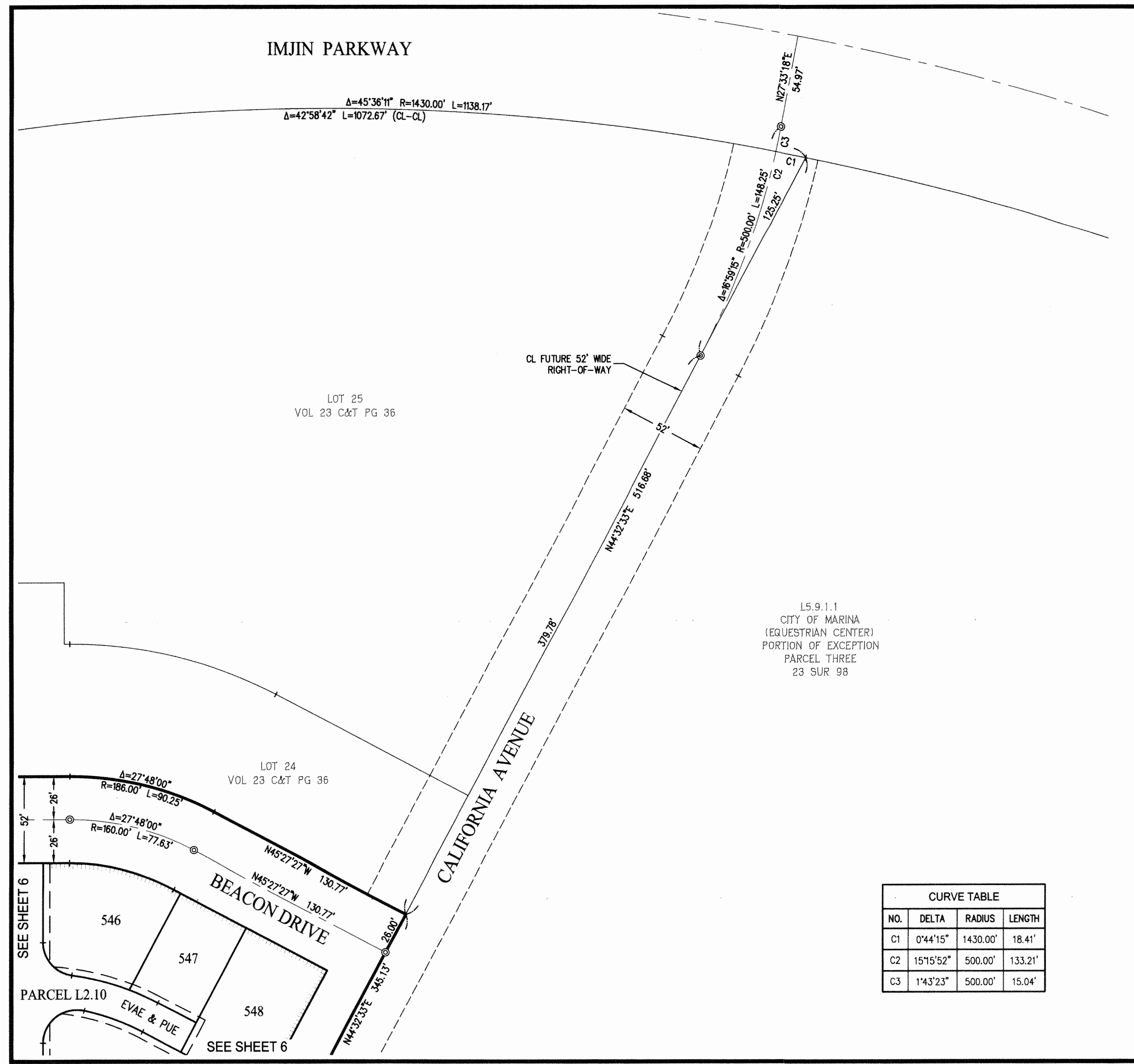
JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 6 OF 13

40 0 40 80

SCALE: 1" = 40'

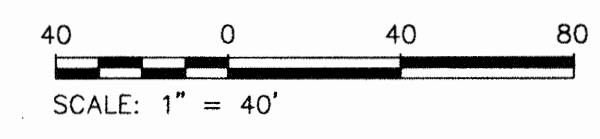


Vol 24 C&T pg 73



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 - (R1) VOLUME 23 CITIES & TOWNS, PAGE 36

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	0°44'15"	1430.00'	18.41'
C2	15°15'52"	500.00'	133.21'
C3	1°43'23"	500.00'	15.04'

TRACT NO. 1550
THE DUNES ON MONTEREY BAY
PHASE 2 EAST

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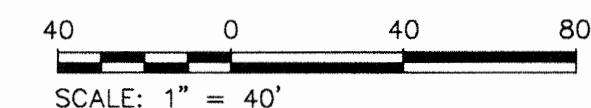
JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 7 OF 13

LEGEND

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(R1)	VOLUME 23 CITIES & TOWNS, PAGE 36

NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

L35.1
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PARCEL 1, VOL 27 SUR PG 130
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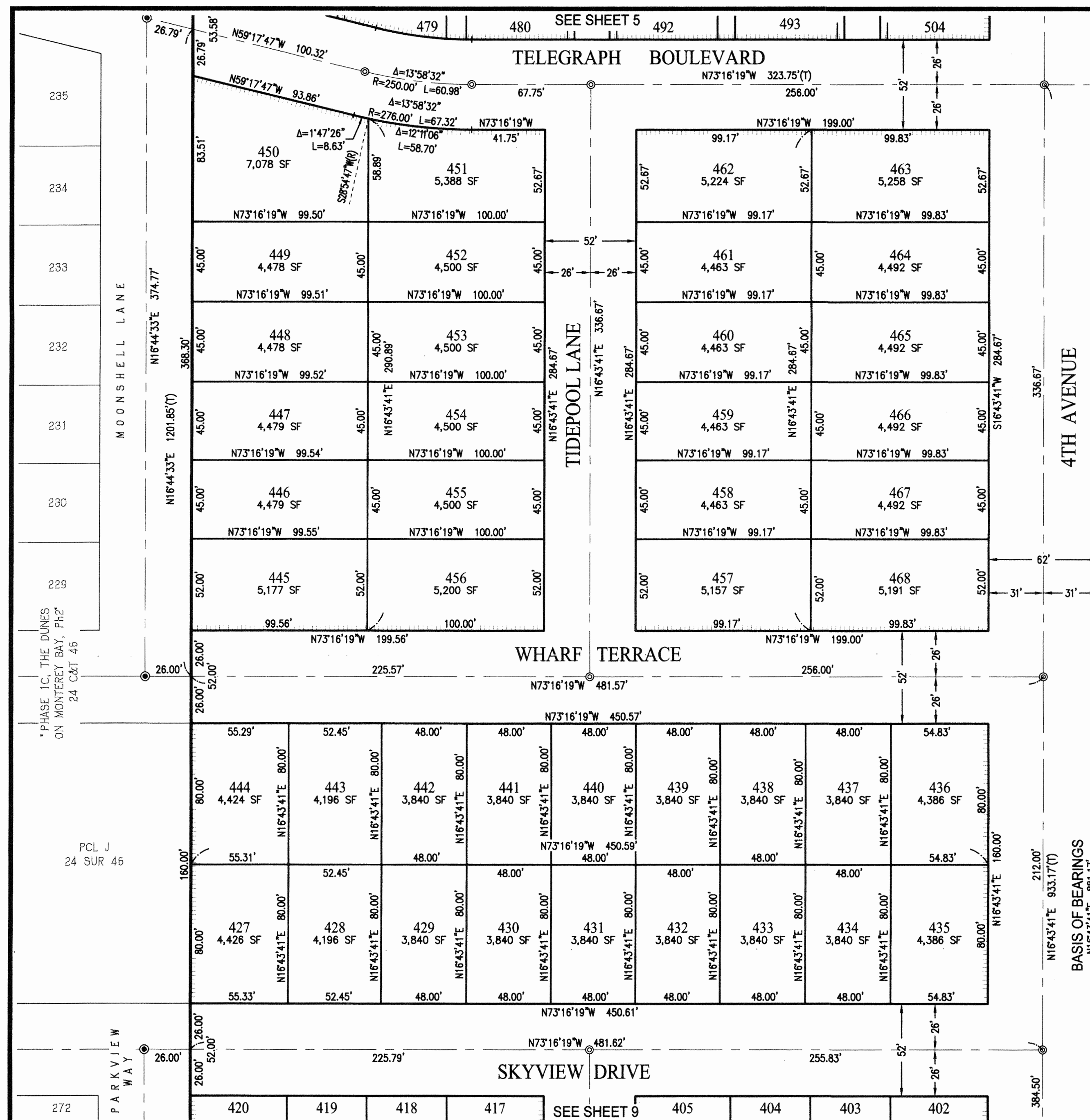


TRACT NO. 1550
THE DUNES ON MONTEREY BAY
PHASE 2 EAST

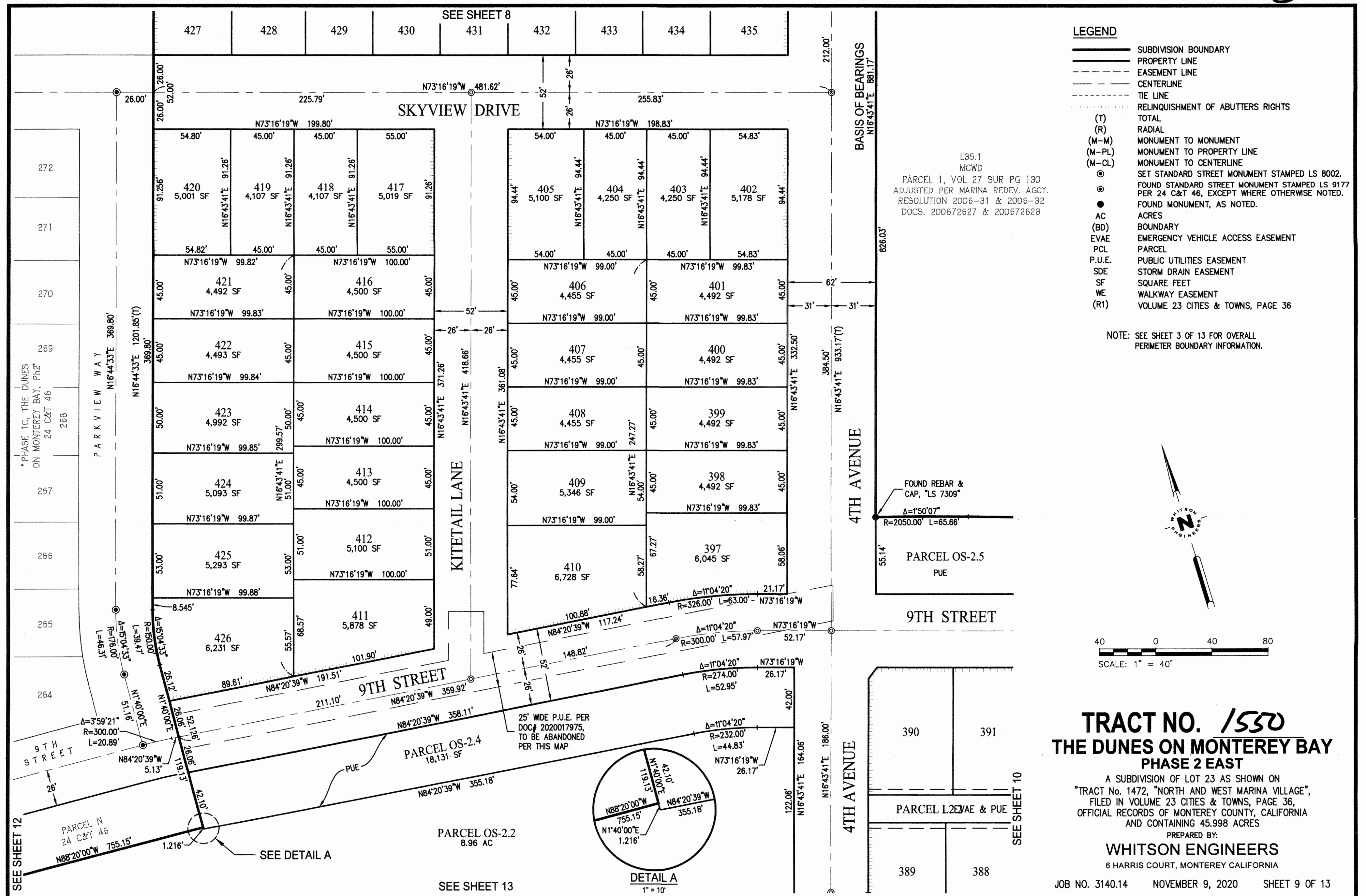
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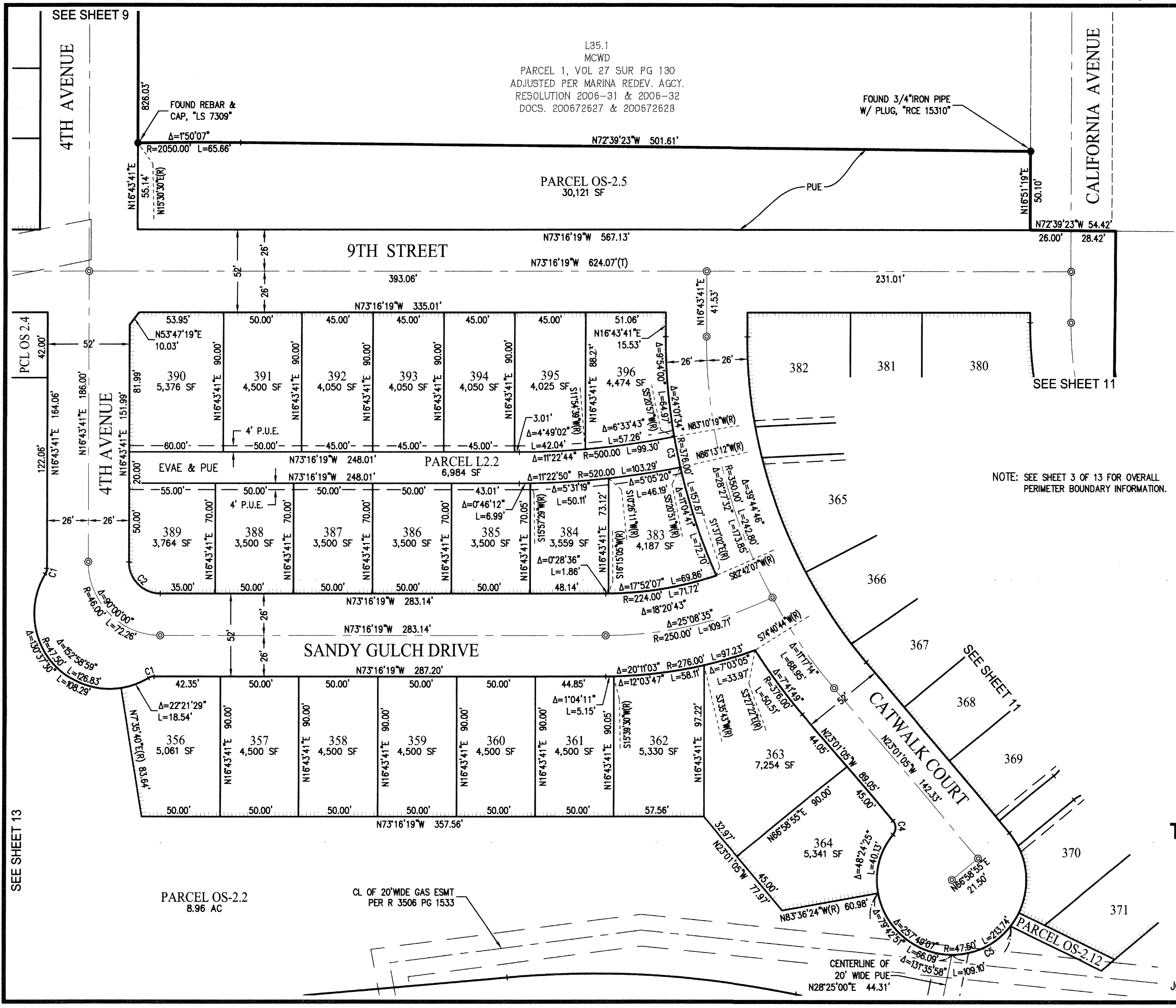
JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 8 OF 13



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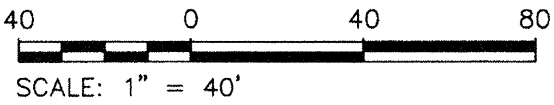
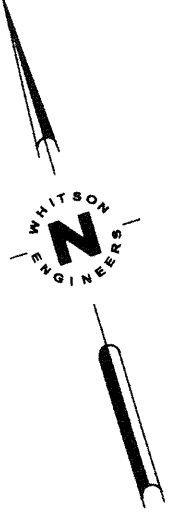
Vol 24 C&T pg 73



LEGEND

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- STORM DRAIN EASEMENT
- SQUARE FEET
- WALKWAY EASEMENT
- VOLUME 23 CITIES & TOWNS, PAGE 36

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	31°29'30"	7.00'	3.85'
C2	90°00'00"	20.00'	31.42'
C3	3°02'53"	376.00'	20.00'
C4	77°49'07"	7.00'	9.51'
C5	51°53'07"	47.50'	43.01'



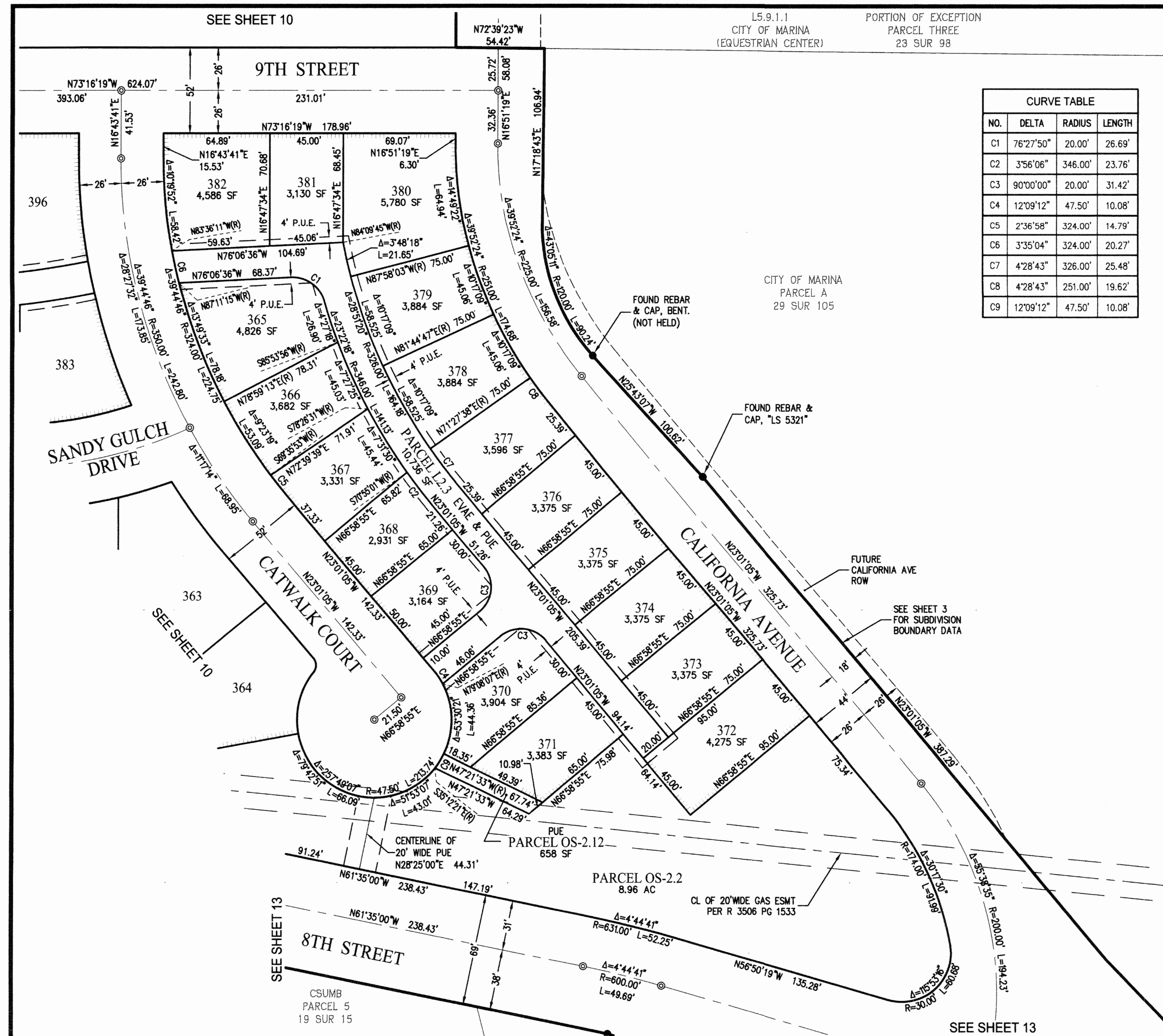
TRACT NO. 1530
THE DUNES ON MONTEREY BAY
PHASE 2 EAST

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JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 10 OF 13

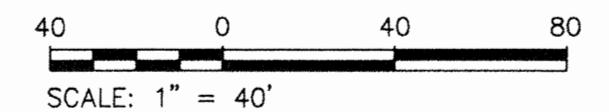
Vol 24 C&T ps 73



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	76°27'50"	20.00'	26.69'
C2	3°56'06"	346.00'	23.76'
C3	90°00'00"	20.00'	31.42'
C4	12°09'12"	47.50'	10.08'
C5	2°36'58"	324.00'	14.79'
C6	3°35'04"	324.00'	20.27'
C7	4°28'43"	326.00'	25.48'
C8	4°28'43"	251.00'	19.62'
C9	12°09'12"	47.50'	10.08'

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NOTE: SEE SHEET 3 OF 13 FOR OVERALL PERIMETER BOUNDARY INFORMATION.

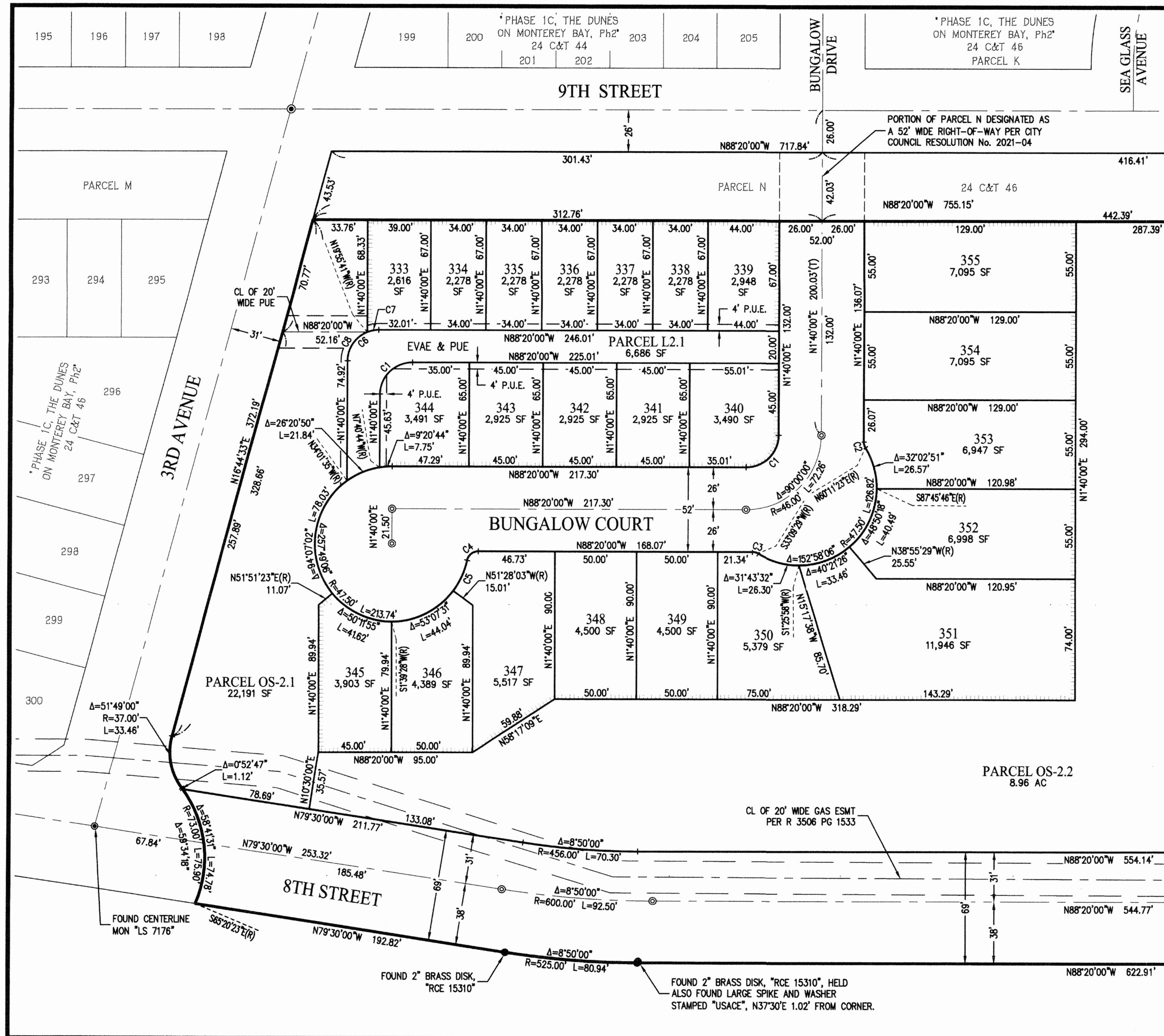


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JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 11 OF 13



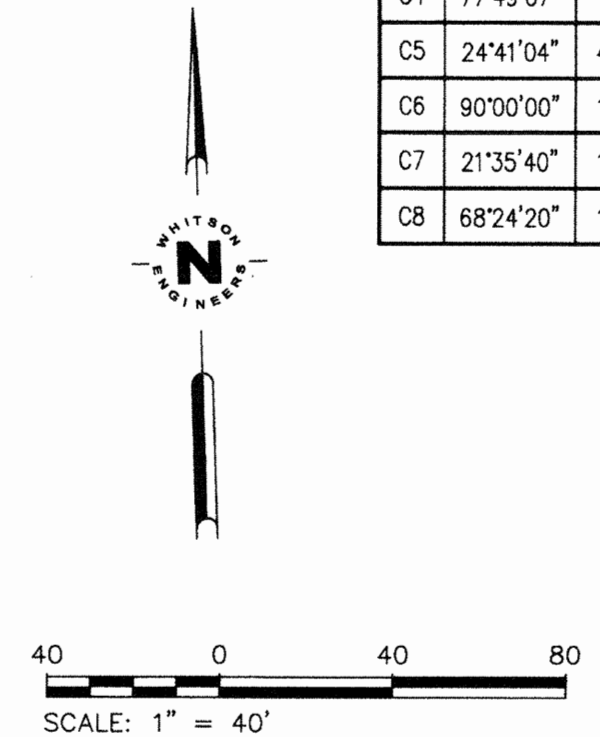
LEGEND

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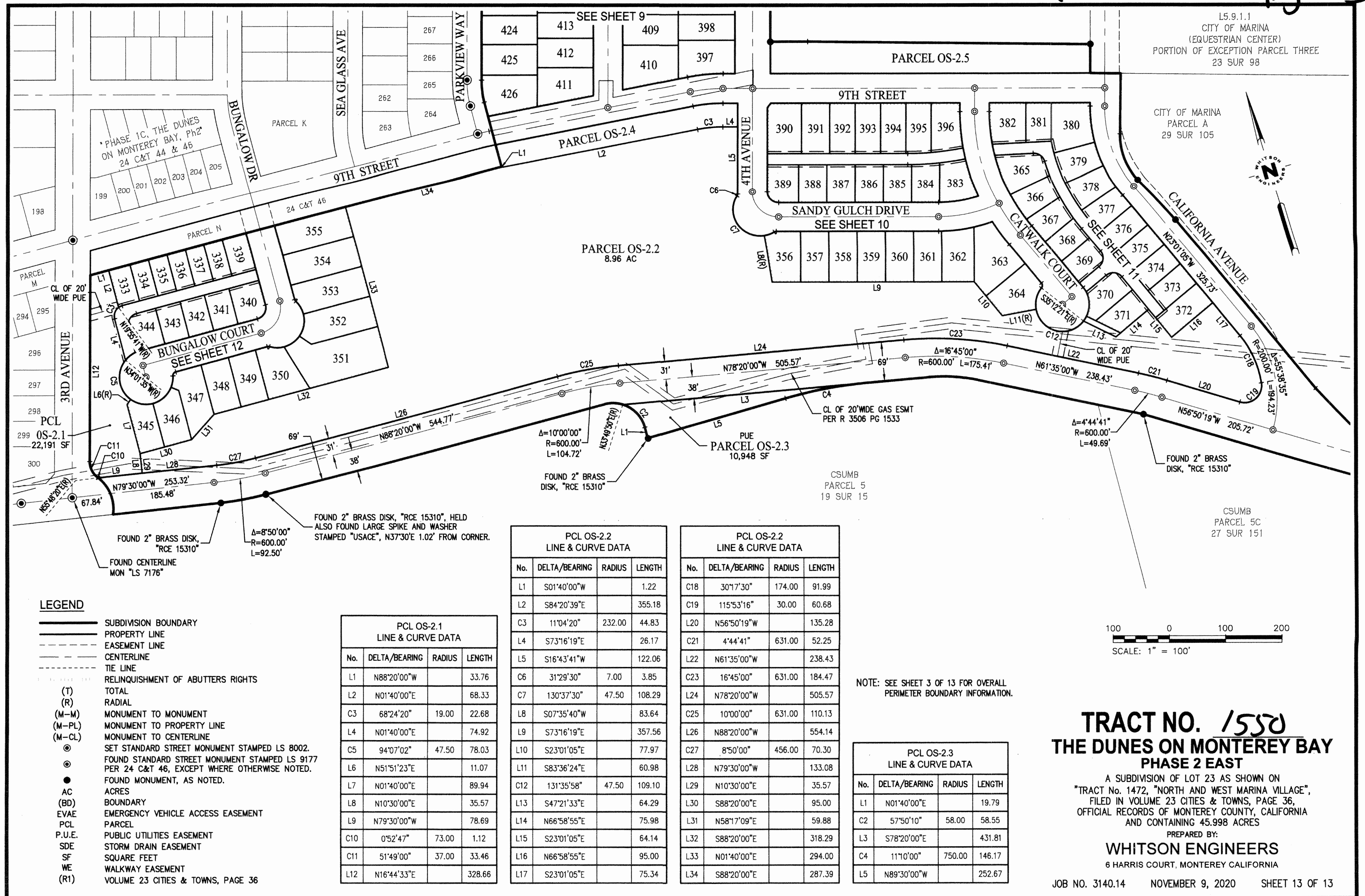
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C5	24°41'04"	47.50'	20.46'
C6	90°00'00"	19.00'	29.845'
C7	21°35'40"	19.00'	7.16'
C8	68°24'20"	19.00'	22.68'

SEE SHEET 13



TRACT NO. 1550
THE DUNES ON MONTEREY BAY
PHASE 2 EAST
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 JOB NO. 3140.14 NOVEMBER 9, 2020 SHEET 12 OF 13

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PUBLIC IMPROVEMENT AGREEMENT

**AGREEMENT FOR IMPROVEMENT OF STREETS, INSTALLATION OF
STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES**

**"The Dunes on Monterey Bay" Project
Phase 2 East/Residential**

This Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities ("Agreement") is made and entered into this 9 day of March, 2021, by and between the City of Marina, herein called the "City," a municipal corporation, and Shea Homes Limited Partnership, a real property owner, developer or subdivider, herein called the "Developer."

WHEREAS, pursuant to the Development Agreement dated July 8, 2005, the Disposition and Development Agreement dated May 31, 2005, as amended by the Implementation Agreements, and the Quitclaim Deed dated September 21, 2006, Marina Community Partners, LLC, as the "Master Developer" was the prior owner of the land known as "The Dunes Phase 2 East/Residential; and

WHEREAS, on May 31, 2005, by Resolution 2005-130 the Master Developer received approval from the City for: (1) the University Village (now "The Dunes on Monterey Bay") Specific Plan (Resolution 2005-130); and (2) a Tentative Subdivision Map ("Tentative Map") consistent with the City's General Plan and the Specific Plan (Resolution 2005-131) subject to Conditions of Approval attached to Resolution 2005-131 including: Condition 3 requiring a subdivision improvement agreement and bonding; and Condition 18 requiring establishment of a Landscape and Lighting District ("LLD") prior to approval of the first Final Map; and

WHEREAS, the Master Developer conducted deconstruction and demolition activities affecting the Property (as defined below) under the terms of a Right of Entry Agreement from the City dated September 30, 2005; and

WHEREAS, the Marina Redevelopment Agency and the Master Developer entered into the Implementation Agreement Regarding University Village on September 6, 2006, which provided for construction of the project in three major phases, Phases 1, 2 and 3 and established Conforming Clarification(s) to the Schedule of Performance for each sub phase; and

WHEREAS, following the Master Developer's invocation of an excused delay in the construction of Phase 1, Phase 2 and Phase 3 due to the impact of economic conditions on the feasibility of the project, on August 5, 2008, the Marina Redevelopment Agency and the Master Developer entered into the Second Implementation Agreement Regarding University Village to provide for the Master Developer's continued construction of the project in spite of the economic downturn and made certain changes to the Disposition and Development Agreement and to the Conforming Clarifications to the Schedule of Performance which were subsequently amended by the Operating Agreement; and

WHEREAS, on October 21, 2008, by Resolution 2008-209 the City approved an amendment to the Tentative Map affecting Phase 1-B, adopting two additional Conditions of Approval to the Tentative Map and thereby changing the numbering of Condition 18 to Condition 20; and

WHEREAS, on May 18, 2010, by Resolution 2010-13(MRA) the Marina Redevelopment Agency and the City, by Resolution 2010-75, approved a modification to the Schedule of Performance; and

WHEREAS, on December 17, 2019, the City and the Master Developer entered into the Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance (hereinafter the "Conforming Clarifications") now dated as of November 22, 2019; and

WHEREAS, the Master Developer transferred ownership of the Property to Developer pursuant to a grant deed recorded on March 26, 2020, as document number 2021022155; and

WHEREAS, the Master Developer assigned, and Developer assumed, the obligations of Master Developer under the Disposition and Development Agreement, the Development Agreement, and the Operating Agreement between City and Master Developer with respect to the Property pursuant to a Partial Assignment and Assumption Agreement; and

WHEREAS, The Master Developer remains obligated under the Disposition and Development Agreement, Development Agreement, and the Operating Agreement for the balance of the Project not yet conveyed to third parties; and

WHEREAS, revised improvement plans entitled "The Dunes on Monterey Bay, Phase 2 East/Residential" herein "Improvement Plans," to those signed by the City Engineer on December 18, 2020, and incorporated herein by this reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 2 of The Dunes on Monterey Bay Project, referred to herein as Phase 2 East/Residential or the "Project," located on and along Beacon Court, Beacon Drive, Telegraph Boulevard from Moonshell Lane to California Avenue, Wharf Terrace from Moonshell Lane to 4th Avenue, Skyview Drive from Parkview Way to 4th Avenue, 9th Street from Parkview Way to California Avenue, Sandy Gulch Drive, Bungalow Court, Tidepool Lane, Kitetail Lane, 4th Avenue from Imjin Parkway to Sandy Gulch Drive, Catwalk Court, herein the "Property". Improvements are to include new storm drain system, curb, gutter, asphalt concrete pavement, street lights and electrical facilities, sidewalk, striping, traffic signs, and survey monuments, as shown on **Exhibit A**, herein the "Improvements;" above ground infiltration facilities may temporarily be utilized for the Project in lieu of final infiltration galleries where feasible; and

WHEREAS, the Conditions of Approval of the Tentative Map, as adopted by Resolution 2005-131 and as amended by Resolution 2008-209 require the establishment of a Landscape and Lighting District prior to recording of a final map; and

WHEREAS, by Resolution 2015-11 the Master Developer received approval from the City for an amendment to Conditions of Approval Nos. 3 and 20 (Resolution 2008-209) for the Tentative Map which provided for the establishment of a Community Facilities District in lieu of a Landscape and Lighting District; and

WHEREAS, on June 2, 2015, by Resolution 2015-01 the City approved the formation of Community Facilities District No. 2015-01 (The Dunes) (hereinafter "CFD 2015-01"); and

WHEREAS, the City will not accept any of the Phase 2 East/Residential public improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement including the inclusion of Phase 2 East/Residential into CFD 2015-01, are satisfied in full; and

WHEREAS, the Developer will subsequently submit for approval by the City and subsequent recording with the office of the Monterey County Recorder, a final map ("Final Map") for Phase 2 East/Residential; and

WHEREAS, the Developer requires certain utilities and public works facilities in order to service the Project under the minimum standards established by the City; and

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement; and

WHEREAS, the City has certain responsibilities for maintenance and operation of such Improvements, utilities and public service facilities after acceptance by City, and for providing the necessary connecting system, and the City has agreed to discharge those responsibilities following its acceptance of the Improvements.

NOW THEREFORE, in consideration of the foregoing and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions, Rules and Regulations, it is agreed by and between the parties as follows:

SECTION 1

The recitals to this Agreement are hereby incorporated into the terms of this Agreement. All applicable Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out a length herein. Said Codes, Ordinances, Resolutions, Rules and Regulations include, but are not limited to, the

following: The Municipal Code of the City of Marina, including the current Zoning Ordinance, and the currently adopted California Building Code.

SECTION 2

The Developer agrees:

- a. To perform each and every provision required by the City to be performed by the Developer in each and every one of the applicable Codes, Ordinances, Resolutions, Rules and other Regulations and to comply with the foregoing and all applicable laws.
- b. To annex the Property to CFD 2015-01 to provide for the imposition of special assessments on the Property providing funding for the maintenance of the Improvements to be constructed by the Developer pursuant to this Agreement in a timely manner in order to ensure that the annexation to the Community Facilities District is accomplished prior to the sale or conveyance of any portion of the Property.
- c. To grant to the City or other entities entitled thereto, from property owned by the Developer, without charge and free and clear of monetary liens and encumbrances, any and all public, private, utility, drainage, construction or access easements and rights of way (herein "easements") in and to the Property necessary for the City, in order that the storm drain and street improvements to said real property may be extended; however, City shall not be obligated to accept any such easement, right-of-way or improvements thereon prior to the annexation of the Property to CFD 2015-01. At no cost to the Developer, City and Developer will work cooperatively with the owners of other real property to acquire all easements necessary to construct the Improvements. At no cost to the City, City agrees to support Developer in acquisition of easements necessary to construct the Improvements and to accept said easements upon execution of easement grant deeds to the City by grantors, subject to the condition set forth above regarding the annexation to the CFD 2015-01. City also agrees to issue Developer and/or Developer's contractors encroachment permits necessary to accomplish said work.

Prior to acceptance of the Improvements by the City, to indemnify, defend with counsel of City's choice and hold the City and any of its officials, boards and commissions and members thereof, agents and employees, free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorney's fees) because of or arising or resulting directly or indirectly from (i) any damage done to any utility, public facility or other material or installation of the City on said real estate as a result of the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, grading or working upon said real estate; or (ii) any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the design, construction or other work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property, except for such claims, demands, causes of action liability, or loss arising out of the sole active negligence of the City or any of its officials, boards and commissions

and members thereof, agents and employees. City shall not be responsible for the design or construction of the Improvements pursuant to the Improvement Plans, regardless of any negligent action or inaction taken by City in approving the Improvement Plans unless the particular improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before construction and acceptance of the Improvements, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternate safe and feasible design. Prior to acceptance, Developer shall remain obligated for routine maintenance. After acceptance, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design of construction defect, however, Developer shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten years following acceptance by City of the Improvements. The Improvement security shall not be required to cover the provisions of this Section. Developer shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by City in enforcing the provisions of this Section

d. To construct and improve all public works facilities and other improvements described on the Engineer's Estimate referenced in Section 3 of this agreement and the Improvement Plans submitted to the City in furtherance of this Agreement on file with the City. All construction and improvements shall be completed in accordance with all standards established in the applicable Codes, Ordinances, Resolutions, Rules and Regulations, all applicable laws and this Agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer or his or her designee. Developer shall furnish two good and sufficient bonds, in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements, guaranteeing Developer's performance of this Agreement: (1) a Payment Bond on a form provided by the City; and (2) a Faithful Performance Bond, both of which must be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the contractor of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond. Alternatively, the Developer may provide a cash deposit in an amount of 100% of the City Engineer's, or his or her designee's, estimated cost of the Improvements to guarantee Developer's performance of this Agreement.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement, and shall secure payment to City of any loss due to the default of the Developer or its contractors or their inability or refusal to perform this contract, and to guarantee or warranty the work done pursuant to this Agreement for a period of one year (after completion of the Improvements by Developer and following acceptance thereof by City) against any defective work or labor done or defective materials furnished. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the Improvements by Developer and acceptance of the Improvements by the City, provided that Developer may substitute for the performance bond securing the warranty described above with a separate warranty bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the

Improvements (provided that amount of said bond shall not be less than One Thousand Dollars (\$1,000) to cover the one-year warranty period. Government Code §66499.7, and as it may hereafter be amended, extended, or otherwise modified, shall apply to a request by Developer for release, in whole or in part, of the Faithful Performance Bond.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the Improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Developer, or its contractor or subcontractors fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Sections 8520, 8530 and 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Developer, its contractors and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Sections 8520, 8530 and 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

The Developer shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurance website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Monterey that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, then renewed authority has been granted.

c. At all times during the term of this Agreement and until the Improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of Two Million Dollars (\$2,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance limits of not less than 100% of the estimated value of the Improvements to be constructed by Developer pursuant to this Agreement (Builders Risk Insurance is not required when only mass grading and roadway-related improvements consisting of no structures are to be constructed).

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as additional insured and the insurance (b) shall name the City as a loss payee, and (c) shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or

Developer's contractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

f. Not to offer for dedication to and acceptance by the City any of the public improvements constructed by Developer and located on the Property until such time as the Property is annexed to the Community Facilities District.

g. Not to convey, transfer, assign, or sell in one transaction or a series of transactions, subsequent to recordation of the Final Map for Phase 2 East/Residential and prior to the annexation to the CFD 2015-01, any portion or interest of the Developer in the Property or the Project. Notwithstanding the foregoing, Developer may transfer, assign or sell in one transaction or a series of transactions all or any portion or interest of the Developer in the Property or the Project with consent of the City, such consent not to be unreasonably delayed, conditioned or withheld, to any entity which controls, is controlled by or is under common control with the Developer or the Master Developer, provided that said assignee assumes, in full, the obligations of Developer under this Agreement.

SECTION 3

An estimate of the cost for construction of the Improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer or his or her designee. That estimated amount is Five Million Eight Hundred Twenty Thousand Dollars (\$5,820,000). The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this Agreement by reference.

SECTION 4

Developer will commence substantial construction of the Improvements required by this Agreement within the timeperiod set forth in the Conforming Clarifications between City and Master Developer, as those Conforming Clarifications may be subsequently amended. All the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within the time periods set forth in the Conforming Clarifications. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. City shall accept the Improvements no later than six (6) months after such time as the Improvements are (i) completed to the satisfaction of

the City Engineer, (ii) the annexation to CFD 2015-01 is completed and (iii) the City is in receipt of funds from CFD 2015-01 to maintain the Improvements.

SECTION 5

a) Default of Developer shall include, but not be limited to: (1) failure to timely commence construction of the Improvements; (2) failure to timely complete construction of the Improvements; (3) failure to timely commence and complete the annexation of the Property to the Community Facilities District; (4) failure to timely cure any defect of the Improvements; (5) failure to perform substantial construction work for a period of sixty calendar days after commencement of the work; (6) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty days; (7) commencement of a foreclosure action against the project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or (8) failure to perform any other obligation under this Agreement. Notwithstanding the foregoing, Developer shall not be in default under this Agreement if it cures any default within thirty days' notice of such default, or if the default may not reasonably be curing within such time period, if it commences to cure within thirty days and thereafter diligently proceeds to complete the cure.

b) City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by the Developer. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Developer's default shall not exceed the cost of completing the Improvements. The sums provided by the security for the Improvements may be used by City for the completion of the Improvements in accordance with the Improvement Plans referenced herein.

c) In the event of Developer's default under this Agreement, Developer authorizes City to perform such obligation sixty days after mailing written notice of default to Developer and to Developer's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety under the Faithful Performance Bond shall be liable to the City for any excess cost or damages occasioned City thereby, including but not limited to fees and charges or architects, engineers, attorneys, other professionals and court costs. In such event, City without liability for doing so, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Developer as may be on the site of the work and necessary for performance of the work.

d) Failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Developer.

SECTION 6

That the following General Stipulations and any attached stipulations shall be completed, subject to the approval of the City Engineer.

1. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.
2. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is complete with a minimum interruption of traffic.
3. All work within the public right-of-way shall be subject to the approval of the City Engineer or his or her designee.
4. All construction work shall be coordinated so that the existing residents and/or businesses have access to their properties.
5. All improvements shall be installed per the approved Improvement Plans.
6. The Developer shall provide to the City of Marina electronic copy of the "As Built" Improvement Plans as an AutoCAD drawing file (DWG format, AutoCAD 2002 minimum or latest version).
7. Any reimbursements due the Developer, unless specified otherwise in writing in this agreement, will expire ten (10) years after the date of execution of this agreement.
8. Until the roads on the Property are open to the public, Developer shall give good and adequate warning to the public of each and every dangerous condition on the existing public roads, and will take all reasonable actions to protect the public from such dangerous condition.

SECTION 7

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

SECTION 8

Neither Developer nor any of Developer's agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

SECTION 9

Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the City ordinance providing therefor, nor shall anything in this Agreement commit the City to any such apportionment.

SECTION 10

Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Project or to any other third party without the express written consent of City.

SECTION 11

Acceptance of the work, or any portion of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all Improvements and only after the annexation of the Property to CFD 2015-01. Such acceptance shall not constitute a waiver of defects by City.

SECTION 12

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

SECTION 13

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.

SECTION 14

This Agreement shall be interpreted in accordance with the laws of the State of California. Jurisdiction of all disputes of this Agreement shall be in the County of Monterey, State of California.

SECTION 15

Time is of the essence of this Agreement.

SECTION 16

This Agreement, the Conditions of Approval of the Tentative Map, the Disposition and Development Agreement as amended by the Implementation Agreement, Agreement Forming Community Facilities District No. 2015-01, and the Operating Agreement constitute the entire agreement of the parties with respect to the subject matter. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by an authorized representative of the parties.

SECTION 17

In the event the Schedule of Performance (including any Conforming Clarifications thereto) is tolled, the time for commencement of construction or completion of the Improvements hereunder shall be extended for the same duration as applies to the Schedule of Performance. Any such extension may be granted without notice to Developer's surety and shall not affect the validity of this Agreement or release the surety on any security given for this Agreement.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first written above.

ATTEST:

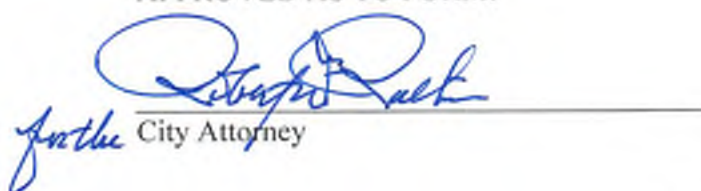
CITY OF MARINA



Deputy City Clerk


Layne Long
City Manager

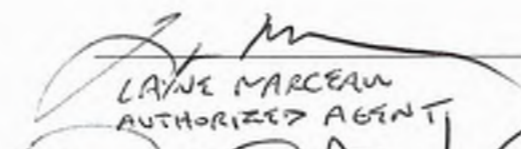
APPROVED AS TO FORM:


for the City Attorney

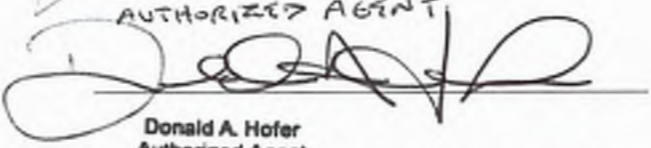
IN WITNESS WHEREOF Developer has executed this agreement as of
3-24-21.

SHEA HOMES LIMITED PARTNERSHIP,
a California Limited Partnership

BY:


LAINE MARCEAU
AUTHORIZED AGENT

BY:


Donald A. Hofer
Authorized Agent

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

State of California County of _____ On _____ before me, (here insert name and title of the officer), personally appeared _____

_____,
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)

Per GC Sec. 40814; CC Sec. 1181

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)SS
COUNTY OF Alameda)

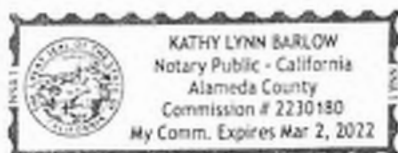
On March 24, 2021 before me, Kathy Lynn Barlow, Notary Public, personally appeared Layne Marceau and Donald A Hofer

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



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S):
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT A

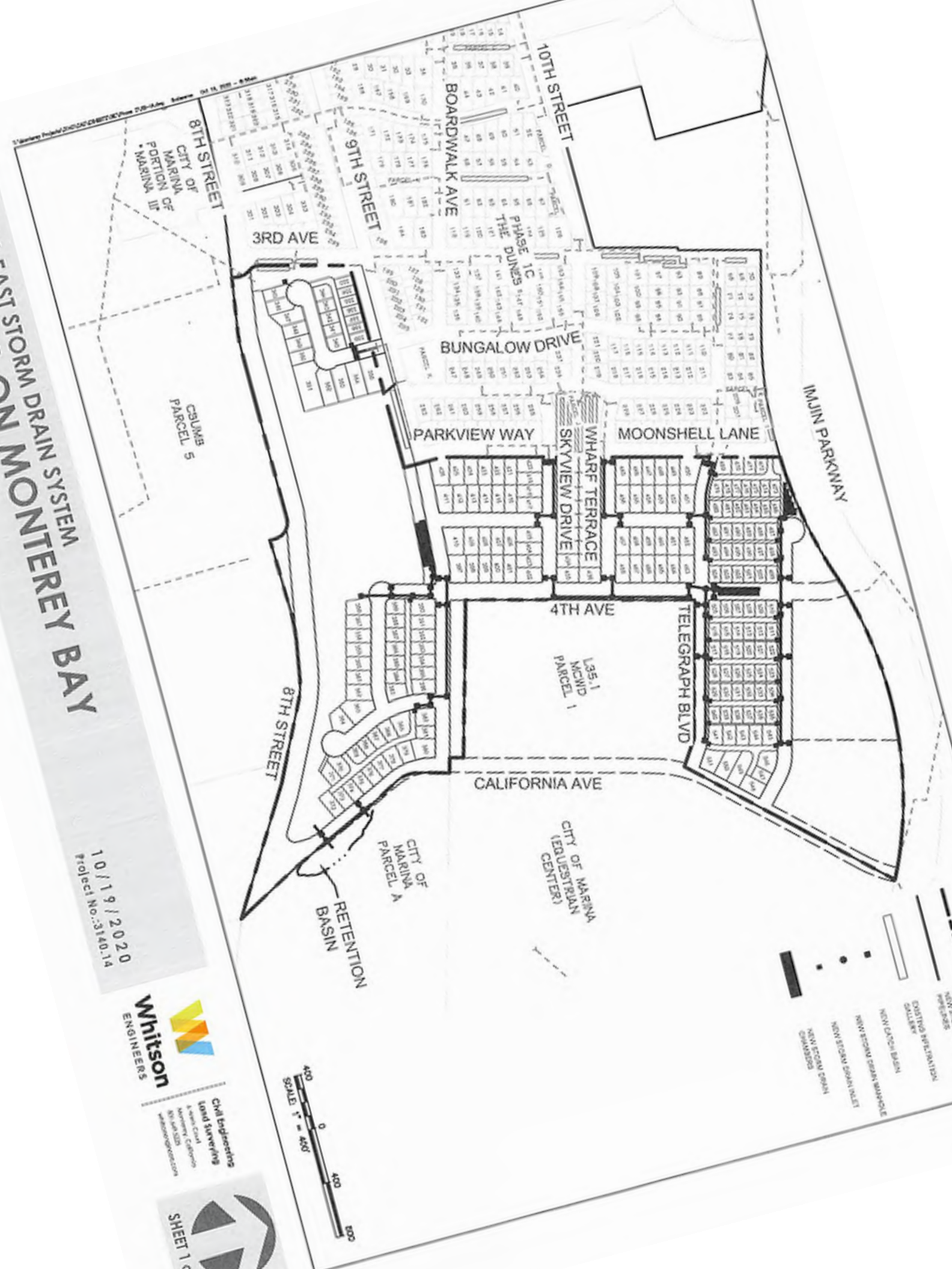
PHASE 2 EAST STORM DRAIN SYSTEM LINES ON MONTEREY BAY

10/19/2020
Project No. 3140-14

Whitson
ENGINEERS

Civil Engineering
Land Surveying
Surveying
Mapping
GIS
Water Resources

SHEET 1 OF 1



PHASE 2 EAST STREET MAP THE DUNES ON MONTEREY BAY MARINA CALIFORNIA

10/19/2020
Project No.: 3140.14

Whitson
ENGINEERS

C&H Engineering
Land Surveying
41401 Coast
Marina, California
917 448 5225
whitson@whitson.com

SHEET 2 of 2





November 6, 2020

Job No.: 3140.14

ENGINEER'S BOND ESTIMATE
CITY OF MARINA
THE DUNES ON MONTEREY BAY - PHASE 2 EAST (219 Lots)
MARINA, CALIFORNIA

Item Description	Quantity	Unit	Unit Price	Amount
STREET WORK				
1 Street Fine Grading	562,550	SF	\$ 0.35	\$ 196,893
2 3.0" HMA (Lanes, Type A, TI=5.5)	960	TONS	\$ 120.00	\$ 115,200
3 3.0" HMA (Streets, Type A, TI=5.5)	3,250	TONS	\$ 121.00	\$ 393,250
4 3.5" HMA (Streets, Type A, TI=6)	1,850	TONS	\$ 120.00	\$ 222,000
5 4.0" HMA (Ca. Ave, Type A, TI=7)	1,300	TONS	\$ 121.00	\$ 157,300
6 6.0" Aggregate Base (Lanes, Class II)	1,920	TONS	\$ 35.00	\$ 67,200
7 6.0" Aggregate Base (Streets, Class II)	9,660	TONS	\$ 35.00	\$ 338,100
8 7.0" Aggregate Base (Ca. Ave, Class II)	2,270	TONS	\$ 36.00	\$ 81,720
9 Table-Top Intersection Concrete	2,940	SF	\$ 12.00	\$ 35,280
10 Street Driveway Approaches	112	EA	\$ 3,000.00	\$ 336,000
11 Lane Entry Concrete Conform	20	EA	\$ 2,000.00	\$ 40,000
12 Conform to Existing Street	11	EA	\$ 5,000.00	\$ 55,000
13 6" Vertical Curb & Gutter (City Std ST-1) (includes 6" AB)	16,620	LF	\$ 30.00	\$ 498,600
14 4.5" Rolled Curb & Gutter (includes 4" AB)	6,230	LF	\$ 25.00	\$ 155,750
15 Concrete Sidewalk (City Std ST-2)	79,500	SF	\$ 8.00	\$ 636,000
16 5' DG Equestrian Trail (9th Street along frontage)	9,100	SF	\$ 6.00	\$ 54,600
17 12' AC Bike Path (9th Street along frontage)	13,500	SF	\$ 4.00	\$ 54,000
18 Curb Ramps	37	EA	\$ 4,000.00	\$ 148,000
19 4' Concrete V-Gutter (Lanes)	40	LF	\$ 35.00	\$ 1,400
20 Street Centerline Monuments	51	EA	\$ 750.00	\$ 38,250
21 Striping (Thermoplastic)	12,620	LF	\$ 2.00	\$ 25,240
22 Pavement Markings (Thermoplastic)	52	EA	\$ 600.00	\$ 31,200
23 Traffic / Street Name Signs	96	EA	\$ 750.00	\$ 72,000
Subtotal Street Work				\$ 3,752,983

Item Description	Quantity	Unit	Unit Price	Amount
<u>STORM DRAIN</u>				
1 Catch Basin Bottoms	65	EA	\$ 2,000.00	\$ 130,000
2 Curb Inlet Tops	65	EA	\$ 1,000.00	\$ 65,000
3 Area Drain	7	EA	\$ 500.00	\$ 3,500
4 24" Field Inlet	3	EA	\$ 2,500.00	\$ 7,500
5 24" Drain Inlet	16	EA	\$ 2,500.00	\$ 40,000
6 48" Storm Drain Manholes	6	EA	\$ 5,000.00	\$ 30,000
7 Hydro International First Defense Unit	3	EA	\$ 10,000.00	\$ 30,000
8 MC-4500 Stormtech Infiltration Chambers	59,430	CF	\$ 15.00	\$ 891,450
9 Storm Drain Outfall and Riprap Protection	3	LS	\$ 10,000.00	\$ 30,000
10 4" HDPE Storm Drain Pipe	70	LF	\$ 25.00	\$ 1,750
11 12" HDPE Storm Drain Pipe	860	LF	\$ 55.00	\$ 47,300
12 15" HDPE Storm Drain Pipe	1,590	LF	\$ 60.00	\$ 95,400
13 18" HDPE Storm Drain Pipe	2,280	LF	\$ 65.00	\$ 148,200
14 24" HDPE Storm Drain Pipe	120	LF	\$ 65.00	\$ 7,800
15 Connect to Existing Storm Drain System	4	EA	\$ 2,500.00	\$ 10,000
Subtotal Storm Drain				\$ 1,537,900
SUBTOTAL PHASE 2 EAST CITY OF MARINA BOND AMOUNT				\$ 5,290,883
10% CONTINGENCY				\$ 529,088
TOTAL PHASE 2 EAST CITY OF MARINA BOND AMOUNT (to nearest \$1,000)				\$ 5,820,000

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Marina, State of California, and Shea Homes Limited Partnership, a real property owner (hereinafter designated as "principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated March 9, 2024, and identified as Public Improvement Agreement – Agreement For Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities, "The Dunes on Monterey Bay" Project, Phase 2 East/Residential, is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of the Agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we, the principal and Berkley Insurance Company, as corporate surety, are held and firmly bound unto the City of Marina, California, in the penal sum of **Five million Eight Hundred Twenty Thousand Dollars (\$5,820,000.00)** of lawful money of the United States, for the payment of such sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions and provisions in the agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Marina, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City of Marina in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

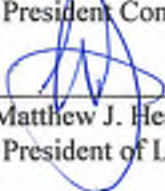
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of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

IN WITNESS WHEREOF, this instrument had been duly executed by the principal and surety above named, on the 22 day of December, 2020.

Name of Principal

By: Shea Homes Limited Partnership,
A California limited partnership
Its: Owner

By: 
Its: Donald A. Hofer
Vice President Community Development

By: 
Its: Matthew J. Henry
Vice President of Land Acquisition

Name of Surety:

Berkley Insurance Company

By: 
Edward C. Spector, Attorney-in-Fact
Surety Address: 475 Steamboat Road, Greenwich CT 06830

Approved as to Form:


for Robert R. Wellington
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)SS
COUNTY OF Alameda)

On Jan 7, 2021 before me, Kathy Lynn Barlow, Notary Public, personally appeared Donald A Hofer and Matthew J Henry

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



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S):
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On DEC 22 2020 before me, Sam Fazzini, Notary Public, personally appeared Edward C. Spector 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

Sam Fazzini
Signature of Notary Public

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Thomas S. Branigan; Ashraf Elmasry; Edward C. Spector; Simone Gerhard; Tracy C. Aston; Marina Tapia; KeAna Wapato; Bernadette Aleman; April Martinez; Donna Garcia; Samantha Fazzini; Rosa E. Rivas; or Meghan Hanes of Aon Risk Insurance Services West, Inc. of Los Angeles, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9th day of April, 2020.



Attest:

By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 9th day of April, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDABAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundabaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney, that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Witness my hand and seal of the Company, this DEC 22 2020 day of

Vincent P. Forte



Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company



Bond Number: 0230604
Premium: Included in Performance
bond

**CITY OF MARINA
BOND FOR SECURITY OF LABOR AND MATERIALS**

WHEREAS, the City Council City of Marina, State of California, and Shea Homes Limited Partnership, a real property owner (hereinafter designated as "the principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated March 9, 2021, ~~2020~~, and identified as Public Improvement Agreement – Agreement For Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities, "The Dunes on Monterey Bay" Project, Phase 2 East/Residential, 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 City of Marina to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW THEREFORE, said principal and the undersigned Berkley Insurance Company as corporate surety, are held and firmly bound unto the City of Marina and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of Five million Eight Hundred Twenty Thousand Dollars (\$5,820,000.00) of lawful money of the United States, for materials furnished or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the city in successfully enforcing this 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 9100) 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.

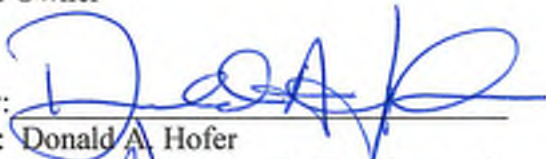
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

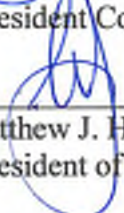
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition, to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration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

IN WITNESS WHEREOF, this instrument had been duly executed by the Principal and Surety above named, on the 22 day of December, 2020.

Name of Principal

By: Shea Homes Limited Partnership,
A California limited partnership
Its: Owner

By: 
Its: Donald A. Hofer
Vice President Community Development

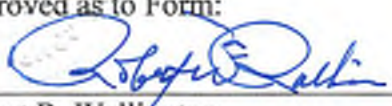
By: 
Its: Matthew J. Henry
Vice President of Land Acquisition

Name of Surety:

Berkley Insurance Company

By: 
Edward C. Spector, Attorney-in-Fact
Surety Address: 475 Steamboat Road, Greenwich CT 06830

Approved as to Form:


for Robert R. Wellington
City Attorney

...the ... of ...

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)SS
COUNTY OF Alameda)

On Jan 7, 2021 before me, Kathy Lynn Barlow, Notary Public, personally appeared Donald A Hofer and Matthew J Henry

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



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S):
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

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SIGNER(S) OTHER THAN NAMED ABOVE _____

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State of California

County of Los Angeles

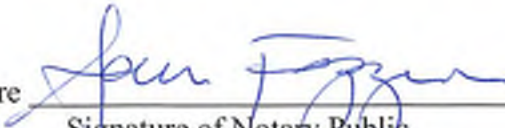
On DEC 2 2 2020 before me, Sam Fazzini, Notary Public, personally appeared Edward C. Spector who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ 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 of Notary Public

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Thomas S. Branigan; Ashraf Elmasry; Edward C. Spector; Simone Gerhard; Tracy C. Aston; Marina Tapia; KeAna Wapato; Bernadette Aleman; April Martinez; Donna Garcia; Samantha Fazzini; Rosa E. Rivas; or Meghan Hanes of Aon Risk Insurance Services West, Inc. of Los Angeles, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9th day of April, 2020.



Attest:

By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 9th day of April, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Witness my hand and seal of the Company, this _____ day of _____

Vincent P. Forte

DEC 22 2020

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company



October 10, 2024

Item No. **10f(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 15, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS AS
SHOWN ON THE APPROVED DUNES (FORMERLY UNIVERSITY
VILLAGE) IMPROVEMENT PLANS AND FINAL MAP FOR
RESIDENTIAL PHASE 2 EAST (NOT INCLUDING HILLTOP PARK),
AUTHORIZING THE CITY CLERK TO RELEASE BOND SECURITIES,
ACCEPT A WARRANTY BOND, AND RECORD ACCEPTANCE WITH
THE MONTEREY COUNTY RECORDER'S OFFICE**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2024-, accepting the dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans and Final Map for Residential Phase 2 East (not including Hilltop Park);
2. Authorize the City Clerk to release bond securities, accept a warranty bond, and record acceptance with Monterey County Recorder's Office.

BACKGROUND:

At the regular meeting of February 2, 2021, the City Council adopted Resolution No. 2021-06, approving the Residential Phase 2 East Final Map for The Dunes on Monterey Bay Development Project Subdivision. At the same meeting, City Council adopted Resolution No. 2021-05, approving the Public Improvement Agreement for the residential public improvements.

The Final Map of Tract No. 1550, recorded in the Monterey County Recorders Office in Volume 24 of Cities and Towns, at page 73 specifies the dedications for public use as part of the Owner's Statement ("EXHIBIT A"). Streets dedicated to the City on this map include portions of 4th Avenue, 8th Street, 9th Street, Beacon Court, Beacon Drive, Bungalow Court, California Avenue, Catwalk Court, Kitetail Lane, Sandy Gulch Drive, Skyview Drive, Telegraph Boulevard, T1depool Lane, and Wharf Terrace.

The Marina Community Partners (MCP), the subdivider, has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of \$5,820,000.

ANALYSIS:

The Improvements required by the improvement plans entitled "The Dunes on Monterey Bay Phase 2 East Improvement Plans" ("**Improvement Plans**"), and approved by the City Engineer on December 18, 2020, were completed by MCP in substantial conformance with the approved Improvement Plans for the project. Hilltop Park Improvements were not included in the Improvement Plans for Phase 2 East Residential and are not included in this acceptance.

The Public Improvement Agreement states that a Guarantee and Warranty period will remain for one year after acceptance of the Improvements by the City Council.

Therefore, a request is being made by MCP to release all of the Faithful Performance bond. A new bond of 10% of the original Performance bond (\$582,000) for public improvements in

Phase 2 East will remain with the City Clerk as the Guarantee and Warranty Security for one (1) year after acceptance. Any repairs required during the Guarantee and Warranty period will be made by MCP, or the costs will be recovered from said bond. After the Warranty period, maintenance responsibilities for streetlights, sidewalks, pavement, and stormwater improvements will be covered by the City and financed through the established Community Facilities District.

FISCAL IMPACT:

The fiscal impacts for maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2015-01.

CEQA Findings:

The City has determined this is not a project under CEQA per Article 20 Section 15378 and under General Rule Article 5 Section 15061.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Edrie Delos Santos, P.E.
Public Works Department
City of Marina

REVIEWED/CONCUR:

Nourdin Khayata, P.E.
Interim Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina