

RESOLUTION NO. 2025-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS AS
SHOWN ON THE APPROVED DUNES (FORMERLY UNIVERSITY
VILLAGE) IMPROVEMENT PLANS FOR THE PHASE 1B-PROMENADE
TRAFFIC SIGNAL AND PUBLIC SITE LIGHTING, AUTHORIZING THE
CITY CLERK TO RELEASE BOND SECURITIES, ACCEPT A WARRANTY
BOND, AND RECORD ACCEPTANCE WITH THE MONTEREY COUNTY
RECORDER'S OFFICE

WHEREAS, at the regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for the Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance, and;

WHEREAS, at the regularly scheduled meeting of May 3, 2022, the City Council adopted Resolution No. 2022-52, approving an amendment to the University Village Phase 1B-Promenade Tentative Map, and;

WHEREAS, at the regularly scheduled meeting of March 27, 2023, the City Council adopted Resolution No. 2023-28, approving the Phase 1B Promenade Public Improvement Agreement for all site improvements excluding site lighting and the traffic signal at 10th Street and 2nd Avenue. During this meeting, staff notified the Council that these remaining improvements would be brought back at a later date for their own Public Improvement Agreement, and;

WHEREAS, at the regular meeting of November 7, 2023, the City Council adopted Resolution No. 2023-110, approving the Phase 1B-Promenade Public Improvement Agreement for the Traffic Signal and Site Lighting. The Marina Community Partners (MCP) has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of \$1,524,050, and;

WHEREAS, the Traffic Signal and Public Street Lighting Improvements required by the improvement plans entitled "The Dunes on Monterey Bay Phase 1B-Promenade Improvement Plans" ("**Improvement Plans**"), and approved by the City Engineer, were completed by MCP in substantial conformance with the approved Improvement Plans for the project. 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 (\$152,405.00) for public improvements 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 will be covered by the City and financed through the established Community Facilities District. Maintenance of the traffic signal will be conducted by the City and financed through the annual approval of the streets maintenance budget, and;

WHEREAS, the fiscal impacts for street light maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2015-01. The traffic signal will be maintained by the City financed through its annual street maintenance budget, and;

WHEREAS, 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 the dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans for the Phase 1B-Promenade Traffic Signal and Public Site Lighting
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 24th day of June 2025 by the following vote:

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

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

PUBLIC IMPROVEMENT AGREEMENT

AGREEMENT FOR IMPROVEMENT OF THE PROMENADE STREET LIGHTS AND TRAFFIC SIGNAL AT THE INTERSECTION OF 2ND AVENUE AND 10TH STREET “The Dunes on Monterey Bay” Project – Phase 1B the Promenade –

This Agreement for Improvement of the Promenade Street Lights and Traffic Signal at 2nd Avenue and 10th Street (“Agreement”) is made and entered into this 2nd day of April, 2024, 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” is the owner of the land known as The Dunes Phase 1B; 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 which further split Phase 1 into three separate sub phases termed Phase 1A, Phase 1B and Phase 1C, and established Conforming Clarification(s) to the Schedule of Performance for each sub phase; and

WHEREAS, on October 2, 2007, in Resolution 2007-229 the City approved a Final Map that included Phase 1B and a Subdivision Improvement Agreement. However, due to subsequent changes in economic conditions the Phase 1B Final Map was never recorded and a Subdivision Improvement Agreement for Phase 1B was never executed. The October 2, 2007, approval of the Phase 1B Final Map and the authority to enter into the Subdivision

Improvement Agreement, were rescinded by the adoption of Resolution 2015-16 approving a Public Improvement Agreement for Phase 1A First Phase/Residential; 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; and

WHEREAS, on August 12, 2008, in accordance with Resolution 2008-173 the City and the Master Developer entered into a Public Improvement Agreement to provide for the improvement of streets, installation of storm drains and other public works facilities for a portion of Phase 1C and 2 designated as residential in the Specific Plan (the "Initial Phase/Residential"); and

WHEREAS, on October 21, 2008, by Resolution 2008-209 the City approved an amendment to the Tentative Map affecting Phase 1B, 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, The Master Developer remains obligated under the Disposition and Development Agreement and Development Agreement for the balance of the Project not yet conveyed to third parties; 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, on June 2, 2015, by Resolution 2015-01 the City approved the formation of Community Facilities District No. 2015-01 (The Dunes); 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 permitted the Developer to record a final map for Phase 1C First Phase/Residential prior to the establishment of the Community Facilities District but that the City shall not accept any of the infrastructure improvements or easements for Phase 1C First Phase/Residential to be maintained by the

Community Facilities District, including infrastructure improvements to be completed by the Developer, until such time as the Community Facilities District is established; and

WHEREAS, on December 9, 2021, the City approved the Site and Architectural Design Review Application (SADRA) for the Promenade, a portion Phase 1B of the Dunes on Monterey Bay Specific Plan (the Project), Exhibit A; and

WHEREAS, on May 3, 2022, by Resolution 2022-52, the City approved a Tentative Subdivision Map amendment for Phase 1B of the Dunes On Monterey Bay (Exhibit B); 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 1B; and

WHEREAS, revised improvement plans entitled "Traffic Signal Plans For The Dunes Promenade - Phase 1B" herein the "Improvement Plans," to be those signed by the City Engineer on _____, 2023, and incorporated herein by reference, have been submitted to the City for approval and acceptance, including certain streets constituting a portion of Phase 1B of The Dunes on Monterey Bay Project, referred to herein as Phase 1B the Promenade development area, or the "Project," located on and along 2nd Avenue, from Jetty Street to a portion of 8th Street, and the southerly end of General Stilwell Drive, herein the "Property". Improvements are to include new street lighting ("Street Light Improvements" and traffic signal ("Traffic Signal Improvements") improvements, as shown on Exhibit C, herein, and collectively, the "Improvements;" and

WHEREAS, the City will not accept any of the Phase 1B public improvements to be constructed pursuant to this Agreement until all the conditions of this Agreement are satisfied in full; 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 a Community Facilities District to provide for the imposition of special assessments on the Property providing funding for the maintenance of the Street Light 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. The City shall own, maintain and operate the Traffic Signal Improvements shown on Exhibit C. Moreover, the maintenance costs for the Traffic Signal Improvements are not included in any Community Facilities District.
- 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 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 the Community Facilities District. 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 Community Facilities District. 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 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.

e. 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 1B – the Promenade and prior to the annexation to the Community Facilities District, 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 One Million Five Hundred Twenty-Four Thousand Fifty Dollars (\$1,524,050). 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 time period set forth in the Conforming Clarifications to the Schedule of Performance ("Schedule of Performance") between City and Master Developer, as the Schedule of Performance 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 such Schedule of Performance. 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 the CFD is completed and (iii) the City is in receipt of funds from the CFD 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 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. Developer shall make a deposit for inspection services as required by the City of Marina's Municipal Code (Ordinance No. 2018-03) as may be updated from time to time. At any time the City's cost associated with inspection services for the project exceed the deposit amount(s) provided, Developer shall deposit additional funds with the City withing 30 days of a request made in writing by the City to the Developer. The City will provide Developer with quarterly statements of actual costs paid for inspection services and a final statement of costs as well as a refund of unused funds (if any) will be provided within 30 days of final acceptance of the public improvements by the City, or as otherwise agreed to by the parties in writing.

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 the Community Facilities District. 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, the Disposition and Development Agreement as amended by the Implementation Agreements, the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay" Project A Portion of Phase 1C – First Phase Residential, the Agreement Forming Community Facilities District No. 2015-01, and the Agreement for Improvement of Streets, Installation of Storm Drains and Other Public Works Facilities "The Dunes on Monterey Bay, Phase 1B the Promenade" and the Agreement for Improvement of the Promenade Street Lights and Traffic Signal at the intersection of 2nd Avenue and 10th Street "The Dunes on Monterey Bay" 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.

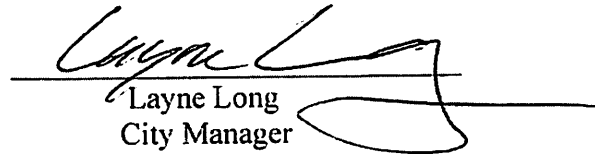
IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first written above.

ATTEST:

CITY OF MARINA

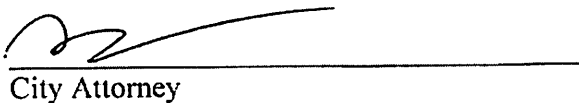


Acting Deputy City Clerk



Layne Long
City Manager

APPROVED AS TO FORM:



City Attorney

IN WITNESS WHEREOF, Developer has executed this agreement as of

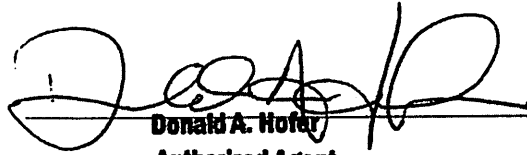
_____.

MARINA COMMUNITY PARTNERS, LLC, a Delaware
limited liability company.

BY: SHEA HOMES LIMITED PARTNERSHIP,
a California Limited Partnership

It's: Sole Partner

BY:



Donald A. Hofer
Authorized Agent

It's

BY:



STEVE LUCAS
AUTHORIZED AGENT

It's

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)

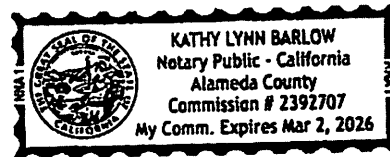
On March 27, 2024 before me, Kathy Lynn Barlow, Notary Public, personally appeared Donald A Hofer and Steve Lucas

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

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831-884-1278; FAX 831-384-9148
www.cityofmarina.org

December 9, 2021

VIA ELECTRONIC MAIL ONLY

Don.Hofer@sheahomes.com
Doug.Yount@sheahomes.com
Marina Community Partners
Shea Homes – Northern California

Subject: Administrative Approval for the Dunes on Monterey Bay Promenade Project SADRA

Please be advised that the Site and Architectural Design Review Application (SADRA) for the Promenade, a portion Phase 1B of the Dunes on Monterey Bay Specific Plan (the Project), submitted on July 19, 2021 is approved, subject to the Findings of Fact and the Conditions of Approval described below.

FINDINGS

1. The design of the project is generally consistent with the policies, programs and development standards of the University Villages (the Dunes on Monterey Bay) Specific Plan as amended, the Development Agreement, Settlement Agreement, Operating Agreement Clarifying and Modifying Certain Project Approvals for the Specific Plan for the Dunes on Monterey Bay, and the City of Marina Zoning Ordinance, as applicable.
2. As conditioned, the Project is designed and will be constructed and maintained so located, that the project, as conditioned, will not:
 - a) Be unsightly, undesirable or obnoxious in appearance to the extent that it will hinder the orderly and harmonious development of the City because the project will replace previous military land uses with upscale mixed-used development that provides a variety of housing opportunities, and goods and services for residents and visitors.
 - b) Impair the desirability of tenancy or investment or occupation in the City because the proposed project will provide a new development and improvements that benefit both visitors and residents.
 - c) Limit the opportunity to obtain the optimum use and value of the land and improvements because the project will help increase the number jobs in Marina while providing necessary services to the residents and visitors to Marina.
 - d) Otherwise adversely affect the general welfare of the community because the project will have an overall positive effect on the general welfare of the community.

CONDITIONS

1. Prior to the submittal of any application for grading or building permits:

- a) Adjustments to the boundaries and acreage on file with the City are permitted without necessitating a Specific Plan Amendment, provided the total gross acreage of the development area does not change by more than 10% increase or decrease in of the original gross acreage approved under the Specific Plan. The Applicant shall provide a revision to Land Use Summary Table 5.1 of the Specific Plan summary of acreage, including open space, and dwelling units that have been adjusted to assure compliance with Chapter 5.6 of the Specific Plan to ensure the percentage of change is acceptable
- b) The Applicant shall provide a summary of dwelling units in each phase of the Specific Plan that have been adjusted to ensure the permitted number of dwelling units and density per acre is not exceeded.
- c) The Applicant shall provide a summary of open space within each phase of the Specific Plan to ensure that the minimum amount of developed parkland is consistent with the Specific Plan and the additional standard of 0.2 acres for every 40 dwelling units is maintained.
- d) A 'SimTraffic' analysis shall be provided to the City Engineer for the 2nd Avenue corridor between 8th Street and Imjin Parkway to evaluate the operations of traffic flow with the proposed development and the intersection controls described below.
 - i. Unless proven otherwise by the traffic analysis, the intersection of 11th St/2nd Ave shall be Right-in, Right-out (RIRO) only. This intersection is too close to the 10th St and GSW Drive intersections for additional signal access. The left turn pockets at GSW Drive and 10th St are back-to-back and shortening these turn pockets is not recommended and may result in left-turn queues overflowing into the through lanes, resulting in grid lock on the road network in the area.
 - ii. Unless proven otherwise by the traffic analysis, the proposed access street driveway between 9th Street and 10th Street shall be RIRO only.
 - iii. The intersection of 10th St/2nd Ave shall be signalized with full movements allowed.
 - iv. The current all-way-stop control at 9th St/2nd Ave may be a bottleneck for the north-south movements along 2nd Avenue. Evaluate the traffic impacts from existing and proposed development for possible traffic improvements for the intersection.
 - v. Signal interconnect or a signal adaptive system shall be installed along the 2nd Avenue corridor between 8th street and Imjin Parkway to accommodate progression of vehicle movement along the corridor. The short block spacing and signalization will result in congestion if signals are not operating efficiently.

2. Prior to any grading or other site modifications:

- a) Civil Improvement Plans and Sections C.1.1 through C.3.3 shall be revised to reflect modified road alignments, sidewalks and trails including such improvements within the Linear Park, and other open space elements, building pads and parking areas within the Promenade area.
- b) The Site Plan for the Promenade shall be revised to incorporate the realignment of the northerly access drive and parking spaces as proposed by the Applicant, together with location of transit stops. The revised plan shall be accompanied by an analysis of traffic flow, parking and queuing capacity at 2nd Avenue during AM/PM peak hours.
- c) Driveway entrances, emergency access improvements and parking lot radius within the development shall be designed to the satisfaction of the Marina Fire Department.
- d) Detailed plans shall be provided for the linear park and the multi-purpose trail along 8th street from the Village Square to 1st Avenue. Details shall include landscaping, the location of street furniture, public artwork, sculpture garden, other features and trail improvements within the linear park and along 8th Street.

3. Prior to the issuance of building permits:

- a) The Applicant shall provide detailed plans for all common areas depicted on SP-1 of the plans dated 7.16.21. The plans shall include location and specifications of artwork, sculpture and commemorative features as required by the Specific Plan. Windbreaks shall be incorporated wherever possible. Maintenance of these features shall be the responsibility of the Community Facilities District. In addition to the features described above, the following shall be incorporated into the detailed plans:

The Village Square public space shall at a minimum, features that will encourage people to gather and incorporate fire pits, tables, chairs, passive sitting areas, outdoor performance areas, vertical elements, artwork and sculptures, game playing, dog clean-up facilities, electrical outlets in locations appropriate for small entertainment, decorative flatwork elements and lawn space.

- i. The Linear Park public space extending south from the Village Square shall at a minimum include a sidewalk, passive sitting areas, dog clean-up facilities, Publically accessible restrooms shall be provided within one of the commercial buildings surrounding the Village Square. The restrooms will be directly accessible from public areas and open during normal business hours of the adjacent commercial businesses.
- b) Detailed Lighting and Landscape plans shall be submitted for the Promenade that comply with the requirements of the Specific Plan (which exclude palm trees). Lighting and illumination plans shall include photometric contours.

Administrative Approval, Promenade SADRA
Marina Community Partners
Shea Homes – Northern California
December 9, 2021
Page 4 of 4

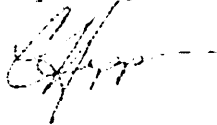
- c) The Applicant shall submit a Master Sign Program for The Dunes at Monterey Bay Specific Plan project area. At a minimum, the Program shall encompass and address permanent specific plan community identification (i.e. community entry monument/feature signs and general design criteria such as a logo, font, sign shapes, colors, etc.), sign standards and potential location criteria for future temporary signage, and conceptual permanent signage standards for future individual developments (residential, commercial, institutional, etc. including quantity, general location(s), sign type(s), and aesthetics (color, font, logos, etc.).

4. Prior to building occupancy:

- a) All landscaping, irrigation and lighting in the Promenade area adjacent to building structures shall be installed, inspected and approved prior to building occupancy.
- b) Entry monumentation, street signs and wayfinding signs shall be installed in and around the Promenade.
- c) All street furniture, sidewalks, trail elements, decorative flatwork and other amenities adjacent to building structures shall be installed and functional prior to building occupancy.

Please contact me at 831-884-1238 or by email at chopper@cityofmarina.org if you have any questions or need any additional information.

Respectfully,



Christy Hopper
Planning Services Manager
City of Marina

- e: Layne Long, City Manager
Matt Mogensen, Assistant City Manager
Brian McMinn, Public Works Director
Edric De Los Santos, CSG
Steve Flint, RGS
File

EXHIBIT B

RESOLUTION NO. 2022-52

**THE CITY COUNCIL OF THE CITY OF MARINA HEREBY APPROVES THE
TENTATIVE MAP AMENDMENT TO THE DUNES ON MONTEREY BAY (FORMERLY
UNIVERSITY VILLAGES) PHASE 1B-PROMENADE TENTATIVE MAP (EIR SCH NO.
2004091167).**

WHEREAS, at the regular meeting of May 31, 2005, City Council adopted Resolution No. 2005-127, certifying the Environmental Impact Report for the University Village Development Project, Resolution No. 2005-130, approving the University Village Specific Plan, Resolution No. 2005-131, approving the University Village Tentative Map and Resolution No. 2005-132, approving Sign Program for Regional Retail, Village promenade, Site Plans, Landscaping Plans, Lighting Plans and Building Elevations for Residential Units; and,

WHEREAS, at the regular meeting of October 2, 2007, the City Council adopted Resolution No. 2007-229, approving Phase 1C Final Map for The Dunes Development Project Subdivision (formerly University Village) and approving Subdivision Improvement Agreement between City of Marina and Marina Community Partners, LLC, (MCP); and,

WHEREAS, at the regular meeting of the Planning Commission on October 9, 2008, the Planning Commission reviewed and recommended that City Council open a public hearing and certify and Addendum to the Environmental Impact Report (EIR SCH No. 2004091167) originally approved by Council on May 31, 2005, approve an amended tentative map (Resolution No. 2008-27), and approve a revised site plan for the Dunes Phase 1B, subject to conditions; and,

WHEREAS, at the regular meeting of October 21, 2008, the City Council adopted Resolution No. 2008-209, certifying an addendum to the Environmental Impact Report EIR SCH No. 2004091167, approving an amended tentative map and conditions of approval, revised site plan for the Dunes Phase 1B and revised Project and Tenant Sign Criteria, subject to conditions; and,

WHEREAS, at the regular meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140 approving an Operating Agreement for the Dunes on Monterey Bay, including but not limited to, the Specific Plan, Development Agreement, the Schedule of Performance, and the 2019 project pro formas; and,

WHEREAS, as part of the approved Schedule of Performance, MCP is responsible for the construction of approximately 27,285 sq. ft of commercial pads, which the parcels are included in this amended Tentative Map; and,

WHEREAS, Marina Community Partners (MCP) proposes amendments to the previously approved Tentative Map for Phase 1B area of the Dunes on Monterey Bay (formerly University Villages). The request changes from the approved amended 2008 Tentative Map are as follows:

- 1. Remainder Parcel – Individual Lot Lines and Right of Way for the Linear Park Street have been incorporated into the overall site plan.**
- 2. Remainder Parcel – Parcels have been added to create individual lot for residential buildings.**
- 3. Property Lines – The property lines shown in the amended Tentative Map have been refined to adjust to the current design site plan for the commercial, retail, live-work and residential units.**

4. **Parcels** – Parcels have been adjusted and added for private streets, open space area to assist with the amended Commercial Association, which will be annexed into the existing CAM.
5. **Grading** – The project grading concept has not substantially changed. The current grading has been refined to fit the current layout of the new site plan.
6. **Street Sections** – Street sections have been adjusted to reflect existing road conditions built on the site. All sections are consistent with the Specific Plan.
7. **Right of Way** entry to the town square from the south is realigned and narrowed to promote a more friendly pedestrian access between all the retail centers for the project.

WHEREAS, the City of Marina Planning Division determined the project is consistent with the Environmental Impact Report (SCH No.2004091167) certified for the University Villages Specific Plan and no new environmental impacts will occur and the City Council will take action on the final CEQA determination; and,

WHEREAS, at a public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said Planning Commission did affirm the findings regarding the referenced case, and further, did recommend that the City Council approve the Amended Tentative Map, subject to conditions; and,

WHEREAS, at a public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the City Council did affirm the findings regarding the referenced case, and further, did find the following facts to justify approval of the Amended Tentative Map, subject to conditions, as follows:

1. The proposed amended map proposes no changes to the adopted Specific Plan for the project and is consistent with the City of Marina General Plan and University Villages Specific Plan in that this proposal consolidates land uses so as to avoid urban sprawl by making efficient use of lands designated for residential uses.
2. The design or improvement of the proposed subdivision is consistent with the City of Marina General Plan and University Villages Specific Plan in that the proposed amended tentative map will implement the Specific Plan which allows for the creation of a unique fully integrated community of diverse housing types, infrastructure and recreational facilities.
3. The site remains physically suitable for development in that the proposed grading plan will allow for the general retention of the natural topography of the site, with limited need for retaining walls.
4. The site remains physically suitable for the proposed density of development in that the proposal is consistent with the General Plan commercial floor area ratio (FAR) and residential densities.
5. The design of the subdivision or the proposed amended improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat in that a biology report was prepared as part of the Environmental Impact Report in accordance with the California Environmental Quality Act and appropriate mitigations will be imposed.

6. The design of the amended subdivision or type of improvements are not likely to cause serious public health problems in that an Environmental Impact Report was prepared in accordance with the California Environmental Quality Report and findings were made that public health problems will be a less than significant impact with the implementation of appropriate mitigation measures.
7. The proposed amended tentative map does not contemplate or propose substantial changes in the prior project modifications, which will or would require major revisions of EIR No. 2004091167, due to the involvement of new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the EIR above. Rather, the proposed modification concerns a change in, and construction related to, the approved uses within a specific area of The Dunes on Monterey Bay, which specific area is approved for retails, commercial and residential mixed use.

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

1. Find the Project exempt from the California Environmental Act (CEQA) pursuant to State CEQA Guidelines Section 15183; and,
2. Approving the Phase 1B Tentative Map Amendment, subject to finds and conditions of approval.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of May 2022, by the following vote:

AYES, COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**CONDOMINIUM PURPOSES
VILLAGES -
MARIANA, CALIFORNIA**

PROJECT DESCRIPTION

THESE SHEETS COVER PART OF A LITTLE ROCK, ARKANSAS, PROJECT OF A
RECONSTRUCTION OF THE EXISTING BRIDGE OVER THE MISSISSIPPI RIVER
AND THE CONSTRUCTION OF A NEW BRIDGE OVER THE RIVER.

SHEET INDEX

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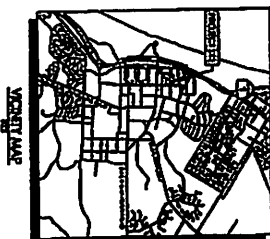
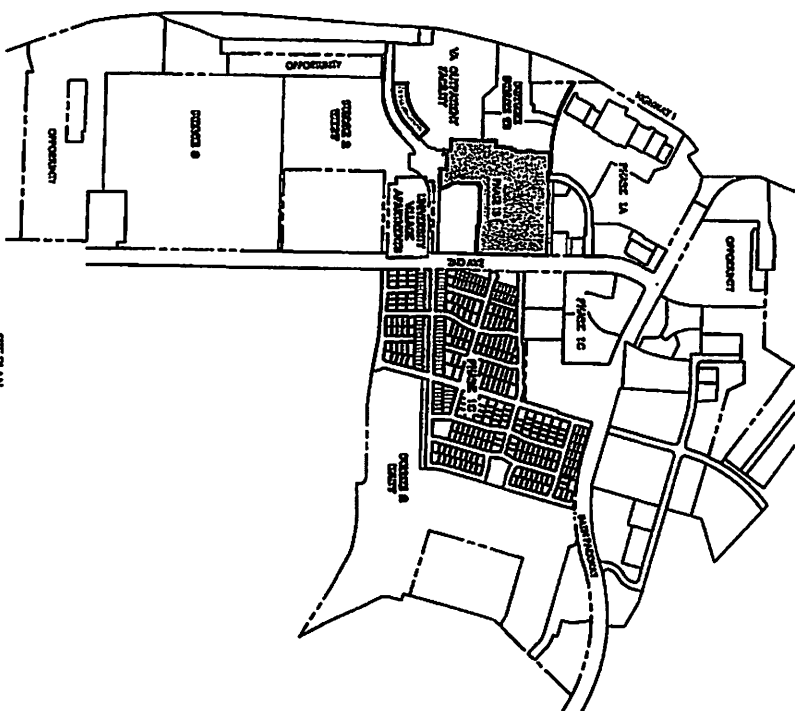
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ABBREVIATIONS

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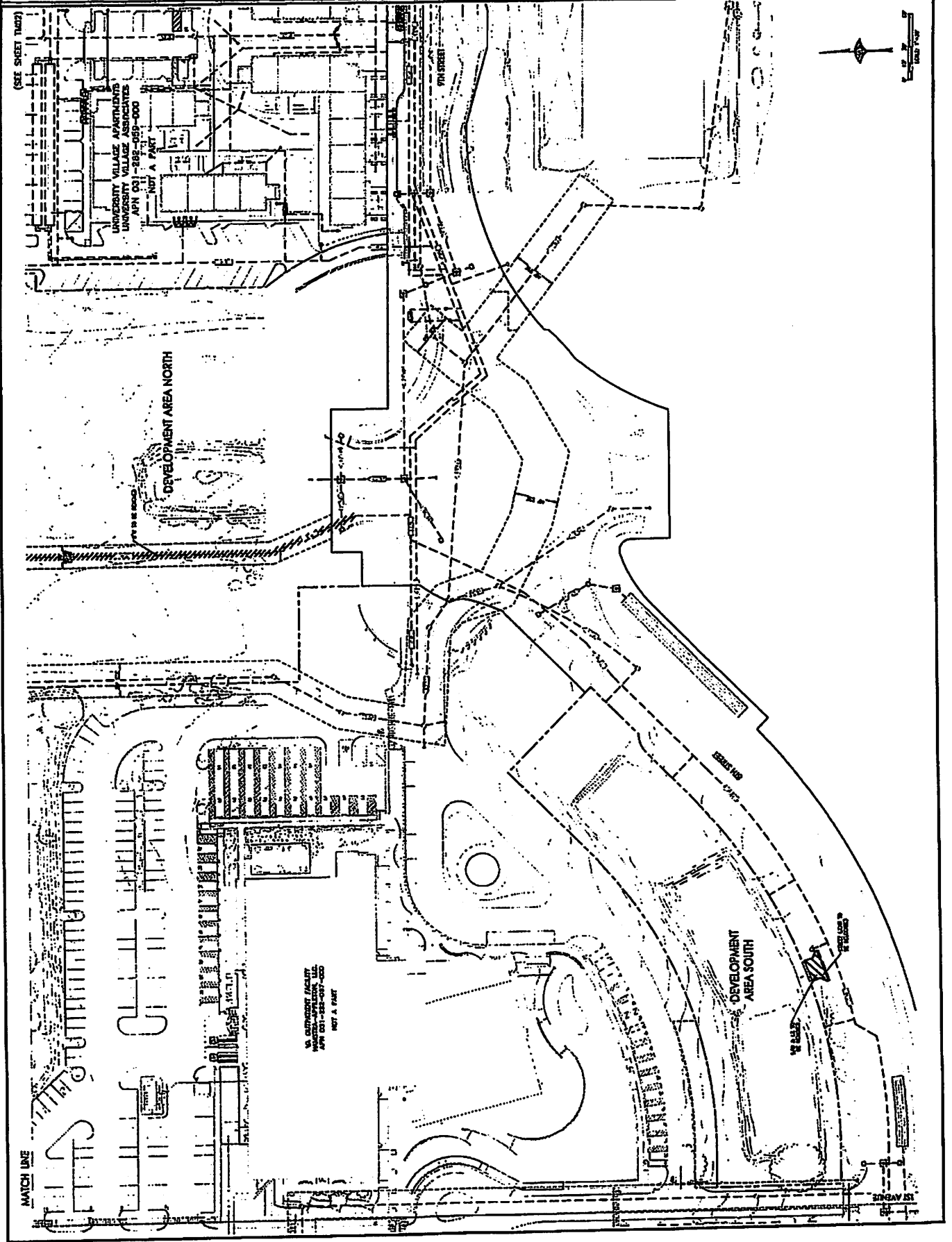
GENERAL NOTES

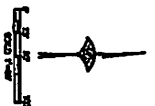
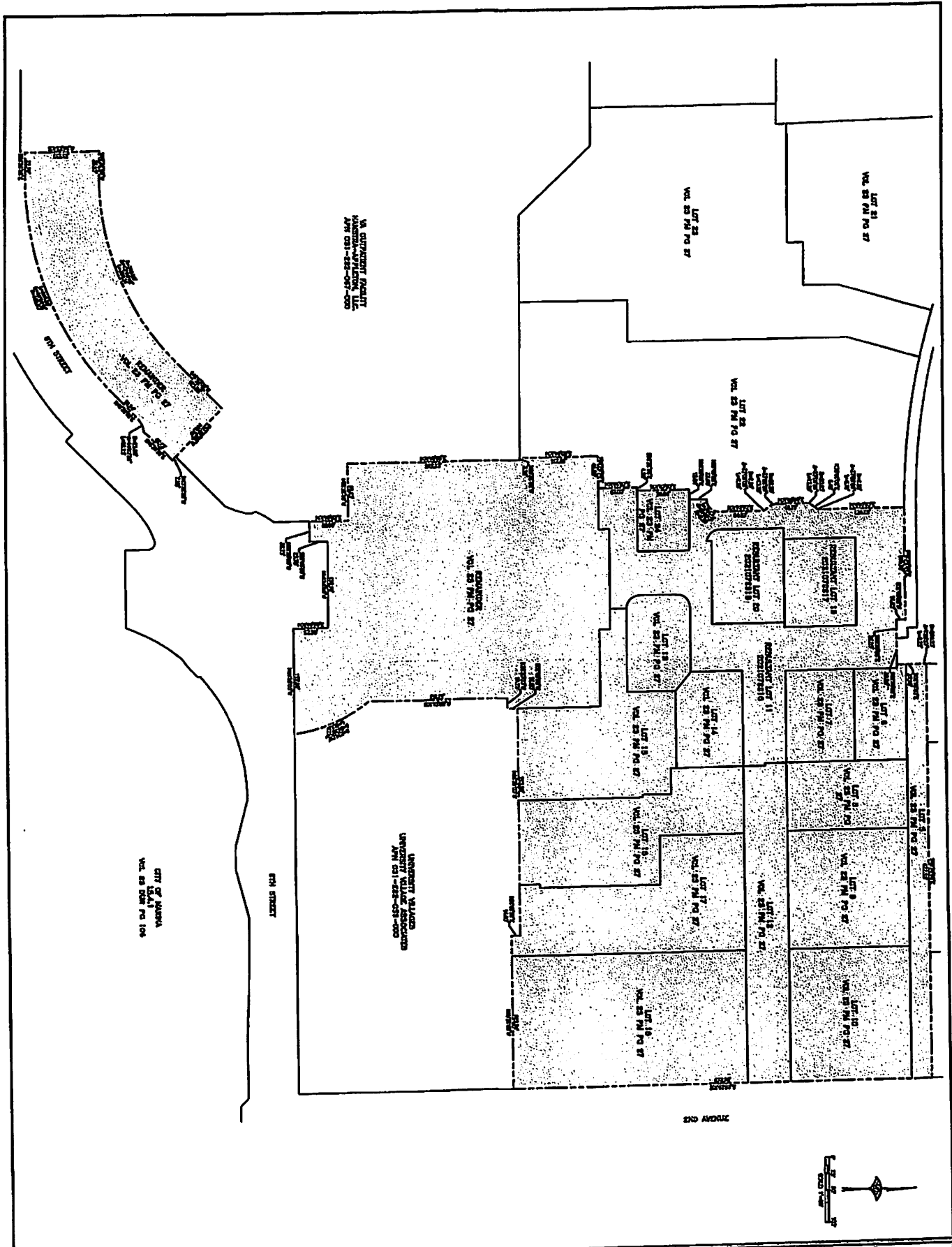
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2. **DR. GORDON**
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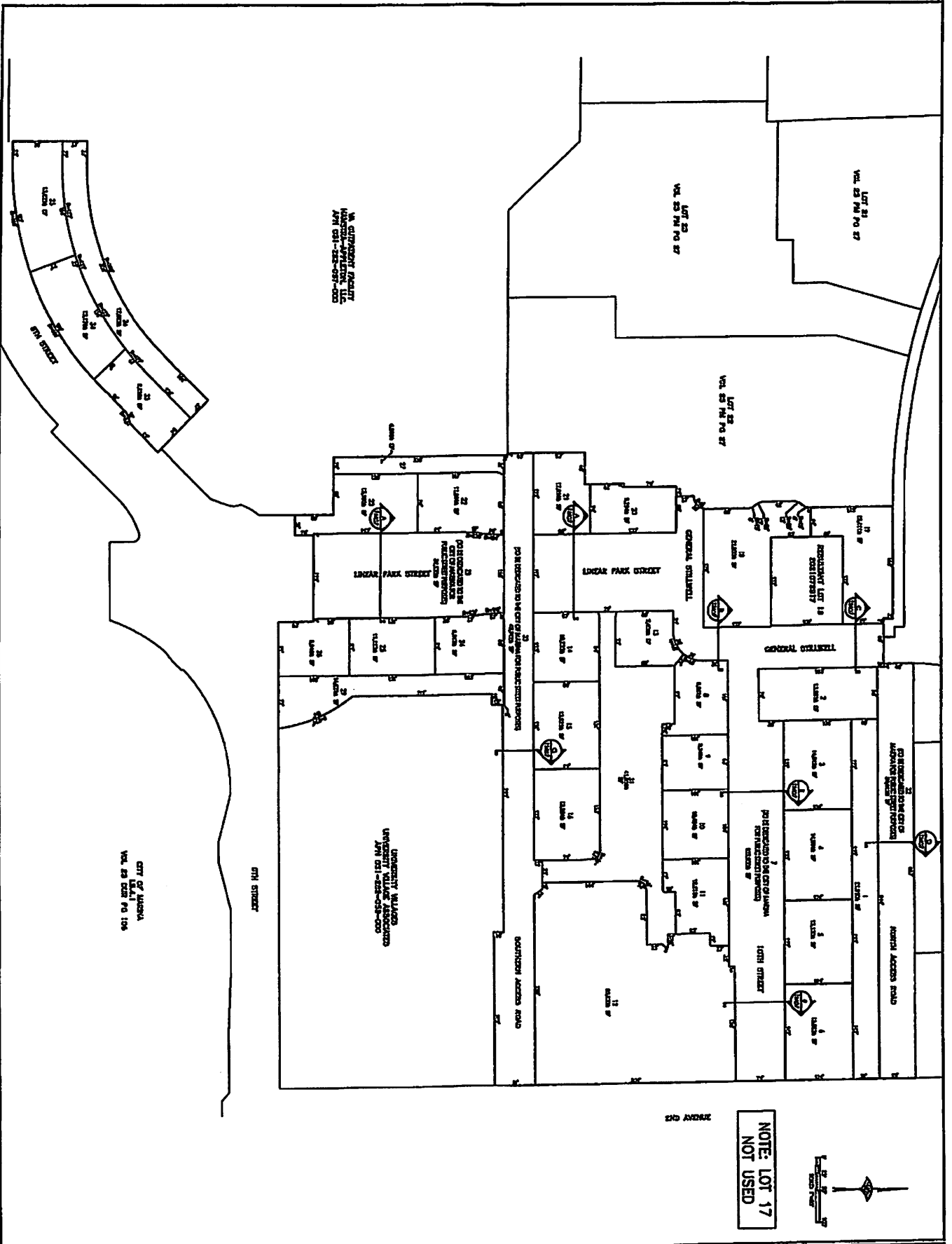
**AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 1B**

TITLE SHEET





AMENDED TENTATIVE MAP UNIVERSITY VILLAGES - PHASE 18 BOUNDARY MAP EX-1037										
PREPARED BY: WOOD ROBBERS 1000 N. 1ST STREET, SUITE 100 SAN JOSE, CA 95131 (408) 281-1111 WWW.WOODROBBERS.COM		EX-1037 1000 N. 1ST STREET, SUITE 100 SAN JOSE, CA 95131 (408) 281-1111 WWW.WOODROBBERS.COM								

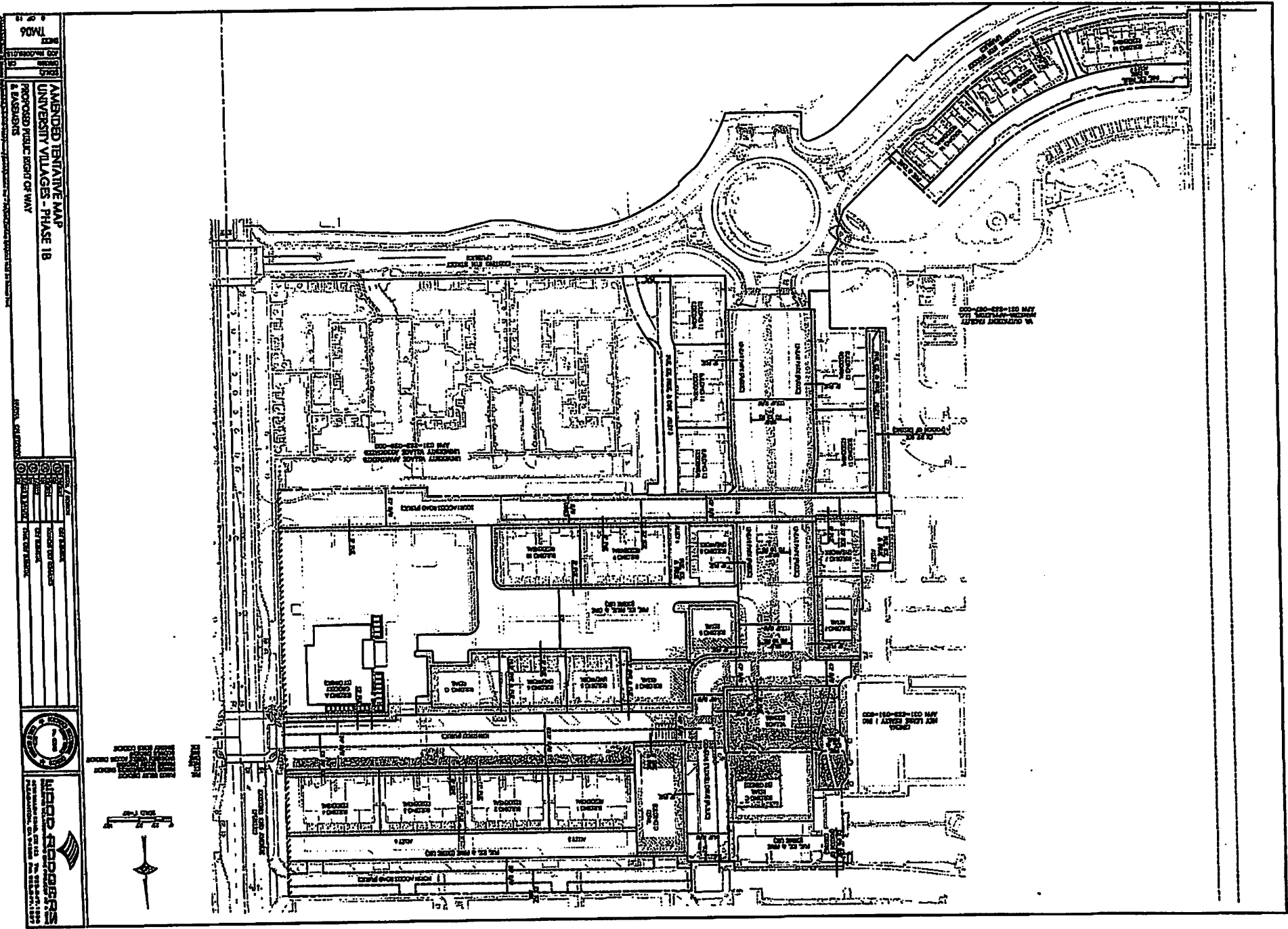


AMENDED TENTATIVE MAP
UNIVERSITY VILLAGES - PHASE 1B

LOTS & PARCELS

OWNER	UNIVERSITY VILLAGES
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SCALE	1" = 40'
BY	WOOD RODGERS
CHECKED BY	WOOD RODGERS
APPROVED BY	WOOD RODGERS

WOOD RODGERS
SURVEYORS & ENGINEERS
1000 N. GARDEN STREET, SUITE 100
SAN ANTONIO, TEXAS 78207
PHONE (214) 521-1100
FAX (214) 521-1101



UNIVERSITY VILLAGES - PHASE 1B

PROPOSED PUBLIC RIGHT OF WAY

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EXHIBIT C

CIVIL ENGINEER
WOOD BRIDGES, INC.
4600 YELLOW BIRD, SUITE 120
PLEASANTON, CA 94668
(925) 847-1347
CONTACT: JAMES MCDONALD, PE

- 3 C13 FILE OBJECT
- 3 C14 CHORDS, NOTES
- 3 C15 CHORDS PLAN
- 3 C16 CHORDS PLAN
- 3 C17 CHORDS PLAN
- 3 C18 TYPICAL CHORD SECTIONS
- 3 C19 TYPICAL CHORD SECTIONS
- 3 C20 CHORDS
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- **Cost Effectiveness**

- **LABORATORY & MEDICAL SERVICES**
- **IT & DATA SERVICES**

THE SCHEMATIC FOR THIS BUILDING IS A SIMPLE BOX (LONG) WITHIN THE SCHEMATIC LAYOUT OF BLOCKS 1 AND THE SCHEMATIC OFFERS TO THE BUILDING, APPROXIMATELY THE WEST CORNER FROM THE SOUTHWEST CORNER OF THE 12TH ST. BRIDGE OVER RIVER BLOCK 1, 64 FEET ONE OF THE WEST END OF THE 12TH ST.

STANDARD FORM NO. 64-1000-0 22A 00-00 2000 000
 MAY 1964 EDITION
 PREPARED BY - ELKS FOR
 GOVERNMENT - 100000

**WOMEN, GOLF WITH GENTRY
ADVANCE FOR CONSTRUCTION**

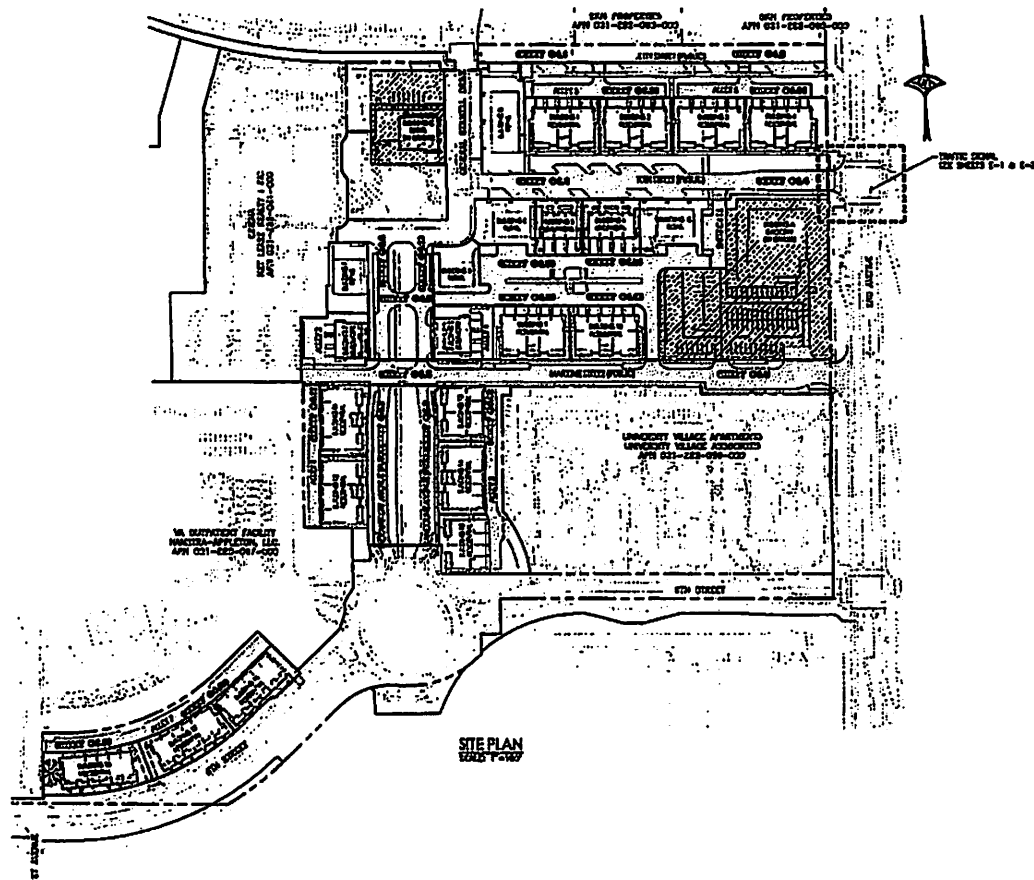
STUDY FOR CONSTRUCTION

CITY OF INDIANA
 ORDER OF THE COMMISSIONER

APPENDIX 1: CONCLUSIONS

WASH. METRO, FC 64143
117 200000

CITY OF MARINA, MONTEREY COUNTY, CA



VICINITY MAP

[illegible]

THE DUNES PROMENADE

PROJECT #
SCHEDULE
CRACKING
C0.0

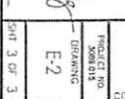
PAGE 1 OF 66

STANDARD AND EQUIPMENT SCHEDULE

STANDARD AND EQUIPMENT SCHEDULE											SPECIAL REQUIREMENTS		
STANDARD		VEH SIG UNIT			PED SIGNAL		MPS		LUMINANCE**				
TYPE	SHA	LWA	# MAST ARM	# POLE	# WTC	# ARROW	# GOLD						
A	17-3-100	20"	15'	4	4	5V-1-1	4	5V-1-1	2	LEFT	WEST	150W	INSTALL 82-4 SIGNAL, 1V ⁺ 4, AND 150V ⁺ ON SIGNAL MAST ARM.
B	1-4 (10')					1V-2-1	2	5V-1-1	4	RIGHT	NORTH		INSTALL 871-3(C) SIGNAL, 1V ⁺ 4, AND 150V ⁺ ON SIGNAL MAST ARM.
C	20-4-100	40"	15'	1	4	5V-1-1	6	5V-1-1	4	LEFT	NORTH	150W	INSTALL 871-3(C) SIGNAL, 1V ⁺ 4, AND 150V ⁺ ON SIGNAL MAST ARM.
D	1-4 (10')					1V-2-1	4	5V-1-1	6	RIGHT	EAST		INSTALL 82-4 SIGNAL, 1V ⁺ 4, AND 150V ⁺ ON SIGNAL MAST ARM.
E	17-3-100	20"	15'	3	4	5V-1-1	3	5V-1-1	6	LEFT	EAST	160W	INSTALL 82-4 SIGNAL, 1V ⁺ 4, AND 150V ⁺ ON SIGNAL MAST ARM.
F	1-4 (10')					1V-2-1	6	5V-1-1	3	RIGHT	SOUTH		INSTALL 871-3(C) SIGNAL, 1V ⁺ 4, AND 150V ⁺ ON SIGNAL MAST ARM.
G	24-4-100	35"	2	4	5	5V-1-1	2	5V-1-1				150W	INSTALL 871-3(C) SIGNAL, 1V ⁺ 4, AND 150V ⁺ ON SIGNAL MAST ARM.
H	FLA POST									3	LEFT	SOUTH	
I	1-4 (10')					1V-2-1	3	5V-1-1	2	RIGHT	WEST		

ALL EQUIPMENT SHALL BE NEW AND CONTRACTOR FURNISH.
ALL FISH BATHING ASSEMBLIES SHALL BE MPS TYPE WITH NO SERIES SIGNALS.
* OPTION MODEL 711. EMERGENCY VEHICLE PRE-ALARM SIGNAL UNIT OR APPROVED EQUIV.
** INTERNALLY ILLUMINATED STREET NAME SIGN PER CITY'S STANDARD.
*** CALTRANS STANDARD ROADWAY 11. LUMINANCE OR CITY APPROVED EQUIV.

- TRAFFIC SIGNAL PLANS FOR
THE DUNES PROMENADE
TRAFFIC SIGNAL PLAN



Bond No: **TIC030239**
Premium: **\$9,144.00**

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Marina, State of California, and Shea Homes Limited Partnership, a California 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 April 2nd, 2024, and identified as Public Improvement Agreement – Agreement For Improvement of the Promenade Street Lights and Traffic Signal at the Intersection of 2nd Avenue and 10th Street, The Dunes on Monterey Bay, Phase Project – 1B the Promenade, 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 Trisura Insurance Company, as corporate surety, are held and firmly bound unto the City of Marina, California, in the penal sum of One Million Five Hundred Twenty Thousand Dollars (\$1,524,050.00) 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.

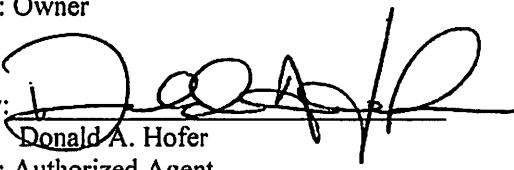
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of 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 8th day of April, 2024.

Name of Principal

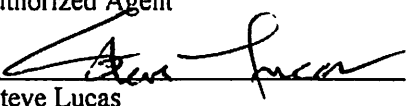
By: Shea Homes Limited Partnership,
A California limited partnership
Its: Owner

By:


Donald A. Hofer

Its: Authorized Agent

By:


Steve Lucas

Its: Authorized Agent

Name of Surety:

Trisura Insurance Company

By:


Edward C. Spector, Attorney-in-Fact

Surety Address: 2 Stamford Plaza, Suite 1504, 281 Tresser Boulevard
Stamford, CT 06901

Approved as to Form:

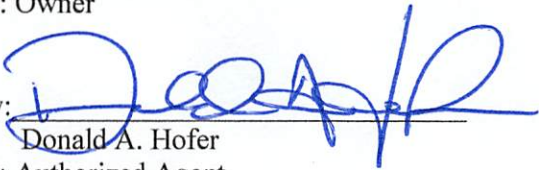


~~Robert R. Wellington~~ René Ortega
City Attorney

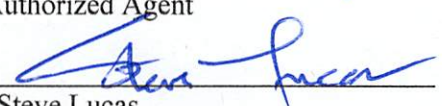
IN WITNESS WHEREOF, this instrument had been duly executed by the principal and surety above named, on the 8th day of April, 2024.

Name of Principal

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

By: 
Donald A. Hofer

Its: Authorized Agent

By: 
Steve Lucas

Its: Authorized Agent

Name of Surety:

Trisura Insurance Company

By: 
Edward C. Spector, Attorney-in-Fact

Surety Address: 2 Stamford Plaza, Suite 1504, 281 Tresser Boulevard
Stamford, CT 06901

Approved as to Form:


~~Robert R. Wellington~~ René Oretega
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)

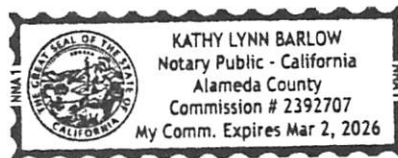
On April 8, 2024 before me, Kathy Lynn Barlow, Notary Public, personally appeared Donald A Hofer and Steve Lucas

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

CIVIL CODE § 1189

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 APR 08 2024 before me, D. Garcia, Notary Public
Date Here Insert Name and Title of the Officer
 Personally appeared Edward C. Spector
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____	Signer's Name _____
☐ Corporate Officer—Title(s) _____	☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____
Signer Is Representing _____	Signer Is Representing _____



TRISURA®

2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number:

TIC030239

Bond issuance date:

APRIL 8, 2024

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Timothy J Noonan, Charles R Teter III, Janina Monroe, Laura L Plaisant, Jeffrey Prevost, Jennifer G Ochs, Martha Barreras, Michelle Haase, Edward C. Spector, D. Garcia, Marina Tapia, Ethan Spector, KD Wapato, B. Aleman, Simone Gerhard, Erin Brown, Rachel A. Mullen, Sarah Campbell, Jaren A. Marx, Sandra Corona

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

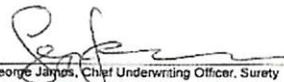
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the 11th day of December, 2020.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents

on this 25th day of February, 2022.

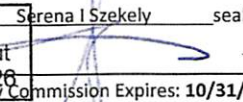
STATE OF Connecticut
County of Fairfield


George James, Chief Underwriting Officer, Surety



On this 25th day of February, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

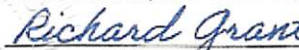
IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at Fairfield, Connecticut the day and year first above written.

SERENA I. SZEKELY  seal
Notary Public, State of Connecticut
My Commission Expires 10/31/2026
_____, a Notary Public of Connecticut
My Commission Expires: 10/31/2026

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,


Richard Grant, Vice President, U.S. Surety

APR 08 2024

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

Bond No: TIC030239

Premium: Included in the 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 California 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 April 2nd, 2024, and identified as **Public Improvement Agreement – Agreement For Improvement of the Promenade Street Lights and Traffic Signal at the Intersection of 2nd Avenue and 10th Street, The Dunes on Monterey Bay, Phase Project – 1B the Promenade**, 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 **Trisura 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 **One Million Five Hundred Twenty Thousand Dollars (\$1,524,050.00)** 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

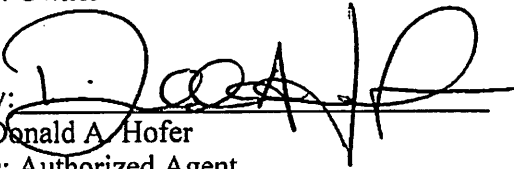
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

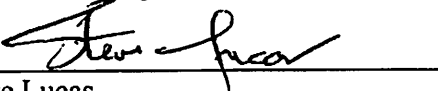
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition, to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration 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 8th day of April, 2024.

Name of Principal

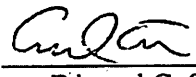
By: Shea Homes.Limited Partnership,
A California limited partnership
Its: Owner

By: 
Donald A. Hofer
Its: Authorized Agent

By: 
Steve Lucas
Its: Authorized Agent

Name of Surety:

Trisura Insurance Company

By: 
Edward C. Spector, Attorney-in-Fact

Surety Address: 2 Stamford Plaza, Suite 1504, 281 Tresser Boulevard
Stamford, CT 06901

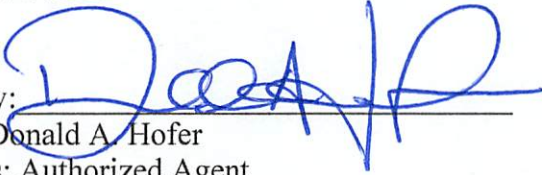
Approved as to Form:

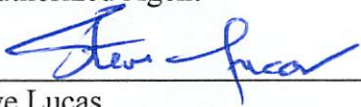

~~Robert R. Wellington~~ Ranie Ortega
City Attorney

IN WITNESS WHEREOF, this instrument had been duly executed by the Principal and Surety above named, on the 8th day of April, 2024.

Name of Principal

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

By: 
Donald A. Hofer
Its: Authorized Agent

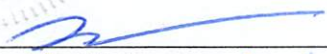
By: 
Steve Lucas
Its: Authorized Agent

Name of Surety:

Trisura Insurance Company

By: 
Edward C. Spector, Attorney-in-Fact
Surety Address: 2 Stamford Plaza, Suite 1504, 281 Tresser Boulevard
Stamford, CT 06901

Approved as to Form:


~~Robert R. Wellington~~ René Ortega
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)

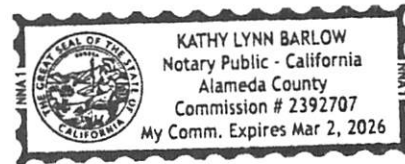
On April 8, 2024 before me, Kathy Lynn Barlow, Notary Public, personally appeared
Donald A Hofer and Steve Lucas

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

CIVIL CODE § 1189

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 APR 08 2024 before me, D. Garcia, Notary Public
 Date Here Insert Name and Title of the Officer
 Personally appeared Edward C. Spector
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *D. Garcia*
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

Signer Is Representing _____



2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: TIC030237
Bond issuance date: APRIL 8, 2024

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Timothy J Noonan, Charles R Teter III, Janina Monroe, Laura L Plaisant, Jeffrey Prevost, Jennifer G Ochs, Martha Barreras, Michelle Haase, Edward C. Spector, D. Garcia, Marina Tapia, Ethan Spector, KD Wapato, B. Aleman, Simone Gerhard, Erin Brown, Rachel A. Mullen, Sarah Campbell, Jaren A. Marx, Sandra Corona

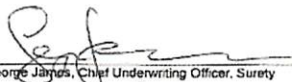
their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the 11th day of December, 2020.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents
on this 25th day of February, 2022.

STATE OF Connecticut
County of Fairfield


George James, Chief Underwriting Officer, Surety



On this 25th day of February, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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

SERENA I. SZEKELY  seal
Notary Public, State of Connecticut
My Commission Expires 10/31/2026
_____, a Notary Public of Connecticut
My Commission Expires: 10/31/2026

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

APR 08 2024


Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

June 18, 2025

Item No. **10h(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 24, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS AS
SHOWN ON THE APPROVED DUNES (FORMERLY UNIVERSITY
VILLAGE) IMPROVEMENT PLANS FOR THE PHASE 1B-PROMENADE
TRAFFIC SIGNAL AND PUBLIC SITE LIGHTING, 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. 2025-, accepting the dedication of Public Improvements as shown on the approved Dunes (Formerly University Village) Improvement Plans for the Phase 1B-Promenade Traffic Signal and Public Site Lighting, and;
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 regularly scheduled meeting of December 17, 2019, the City Council adopted Resolution No. 2019-140, approving an Operating Agreement as an administrative amendment of the Development Agreement clarifying and modifying certain project approvals for the Specific Plan for The Dunes on Monterey Bay including to the Conforming Clarifications to the Schedule of Performance.

At the regularly scheduled meeting of May 3, 2022, the City Council adopted Resolution No. 2022-52, approving an amendment to the University Village Phase 1B-Promenade Tentative Map.

At the regularly scheduled meeting of March 27, 2023, the City Council adopted Resolution No. 2023-28, approving the Phase 1B Promenade Public Improvement Agreement for all site improvements excluding site lighting and the traffic signal at 10th Street and 2nd Avenue. During this meeting, staff notified the Council that these remaining improvements would be brought back at a later date for their own Public Improvement Agreement.

At the regular meeting of November 7, 2023, the City Council adopted Resolution No. 2023-110, approving the Phase 1B-Promenade Public Improvement Agreement for the Traffic Signal and Site Lighting.

The Marina Community Partners (MCP) has filed with the City Clerk a Faithful Performance bond and a Labor and Materials bond each in the amount of \$1,524,050.

ANALYSIS:

The Traffic Signal and Public Street Lighting Improvements required by the improvement plans entitled “The Dunes on Monterey Bay Phase 1B-Promenade Improvement Plans” (“**Improvement Plans**”), and approved by the City Engineer, were completed by MCP in substantial conformance with the approved Improvement Plans for the project.

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 (\$152,405.00) for public improvements 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 will be covered by the City and financed through the established Community Facilities District. Traffic Signal maintenance will be covered by the City financed through the annual approval of the streets maintenance budget.

FISCAL IMPACT:

The fiscal impacts for street light maintenance of these improvements after the warranty period have been captured in the Community Facilities District, Dunes 2024-01. The traffic signal will be maintained by the City through its annual street maintenance budget.

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:

Ismael Hernandez
Public Works Director
City of Marina

Layne P. Long
City Manager
City of Marina