

Bond No.: \_\_\_\_\_  
Bond Fee: \_\_\_\_\_

**LABOR AND MATERIAL BOND**  
**SUBDIVISION IMPROVEMENT AGREEMENT**  
**TRACT NO. 32858**

*(California Government Code § 66499.2)*

**WHEREAS**, the City Council of the City of Cathedral City, State of California, and Sol Recovery, LLC, a California Limited Liability Company (hereinafter designated as "Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designated public and private improvements, which agreement, dated \_\_\_\_\_, 20\_\_\_\_, and identified as "Subdivision Improvement Agreement, Tract No. 32858" (hereinafter designated as "Agreement"), is hereby referred to and made a part hereof; and

**WHEREAS**, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Cathedral City (hereinafter designated as "City") to secure the claims to which reference is made in Title 3, (commencing with *Section 9000*) of *Part 6 of Division 4 of the Civil Code*.

**NOW, THEREFORE**, the Principal and the undersigned as corporate surety (hereinafter designated as "Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with *Section 9000*) of *Part 6 of Division 4 of the Civil Code* in the sum of **Four Hundred Thirty One Thousand Two Hundred Fifty Dollars (\$ 431,250.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the 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.

**Bond No.:** \_\_\_\_\_  
**Bond Fee:** \_\_\_\_\_

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety named herein, on \_\_\_\_\_, 20\_\_\_\_.

**APPROVED AS TO CONTENT:**

City of Cathedral City

By \_\_\_\_\_  
Charles P. McClendon  
City Manager

**PRINCIPAL:**

Sol Recovery, LLC  
A California Limited Liability Company

By: Inland Communities Corp.  
A California Corporation,  
Its Managing Member

By: \_\_\_\_\_  
Jamal A. Ahmad  
Its President

**APPROVED AS TO FORM:**

City of Cathedral City

By \_\_\_\_\_  
City Attorney

**SURETY:**

**APPROVED:**

City of Cathedral City

By \_\_\_\_\_  
City Engineer

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Surety Address and City

\_\_\_\_\_  
Contact Phone and E-mail

***Principal and Surety signatures must be notarized and Acknowledgment of Authorized Representative/Attorney in Fact must be attached for both Principal and Surety. Three (3) originals must be executed.***