## SUBDIVISION AGREEMENT

(Gov. Code, §§ 66462 and 66463)

Subdivision: SD 05-8967	Effective Date: August 16, 2013
Subdivider: KB Home South Bay Inc.	Completion Period: 2 years
THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMEN	NT HERETO:
CONTRA COSTA COUNTY	SUBDIVIDER
Julia R. Bueren, Public Works Director	Malle
Ву:	Print Name Chris Reder
RECOMMENDED FOR APPROVAL:	Print Title Sr. Vice President Finance
By: Engineering Services Division	Print Name: Ray Panek
<b>3</b>	Print Title: Sr. Wice President, Forward
FORM APPROVED: Silvano B. Marchesi, County Counsel	[Note: If Subdivider is a corporation, two officers must sign. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.) If Subdivider is a limited liability company, Subdivider shall sign in the manner required of corporations, or by two managers, or by one manager, pursuant to the articles of organization (see Corp. Code, §§ 17151, 17154, 17157.) If Subdivider is a partnership, any authorized partner may sign. Signatures by Subdivider must be notarized.]
mentioned Subdivider mutually promise and agree as follows co	_
signs, street lights, fire hydrants, landscaping and such other in improvement plans for this Subdivision as reviewed and on file v	ad improvements (both public and private), drainage improvements, mprovements (including appurtenant equipment) as required in the vith the Contra Costa County Public Works Department, as required ance with the Contra Costa County Ordinance Code, including future
required by the California Subdivision Map Act (Gov. Code, §§ accepted construction practices and in a manner equal or sup-	er "Work") within the above completion period from date hereof, as 66410 et. seq.) in a good workmanlike manner, in accordance with erior to the requirements of the Ordinance Code and rulings made ent plans, the Conditions of Approval and the Ordinance Code, the
3. <u>IMPROVEMENTS SECURITY</u> . Upon executing this Agre County Ordinance Code, provide as security to the County:	ement, the Subdivider shall, pursuant to Gov. Code § 66499 and the
A. <u>For Performance and Guarantee:</u> \$ 20,200 which together total one hundred percent (100%) of the estimate of:	cash, plus additional security, in the amount of \$ 1,994,800 , ad cost of the Work. Such additional security is presented in the form
Cash, certified check or cashier's c Acceptable corporate surety bond. Acceptable irrevocable letter of cre	
With this security, Subdivider guarantees performance ur its completion and acceptance against any defective workmans	nder this Agreement and maintenance of the Work for one year after ship or materials or any unsatisfactory performance.
B. <u>For Payment:</u> Security in the amount: \$ 1,007, Work. Such security is presented in the form of:	500 , which is fifty percent (50%) of the estimated cost of the
Cash, certified check, or cashier's  Acceptable corporate surety bond.  Acceptable irrevocable letter of cre	
With this security, Subdivider guarantees payment to the or furnishing labor or materials to them or to the Subdivider.	e contractor, to its subcontractors and to persons renting equipment
Upon acceptance of the Work as complete by the Board security may be reduced in accordance with Sections 94-4.406	of Supervisors and upon request of Subdivider, the amounts held as 3 and 94-4.408 of the Ordinance Code.

4. <u>GUARANTEE AND WARRANTY OF WORK.</u> Subdivider guarantees that the Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at Subdivider's expense, any defects in said Work.

The guarantee period does not apply to road improvements for private roads that are not to be accepted into the County road system.

- 5. <u>PLANT ESTABLISHMENT WORK</u>. Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete.
- 6. <u>IMPROVEMENT PLAN WARRANTY</u>. Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the Work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.
- 7. NO WAIVER BY COUNTY. Inspection of the Work and/or materials, or approval of the Work and/or materials or statement by any officer, agent or employee of the County indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of its obligation to fulfill this Agreement as prescribed; nor shall the County be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.
- 8. <u>INDEMNITY</u>. Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:
- A. The <u>indemnitees</u> benefitted and protected by this promise are the County and its special districts, elective and appointive boards, commissions, officers, agents and employees.
- B. The <u>liabilities</u> protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before County reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.
- C. The <u>actions causing liability</u> are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them.
- D. <u>Non-Conditions</u>. The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.
- 9. <u>COSTS</u>. Subdivider shall pay, when due, all the costs of the Work, including but not limited to the costs of relocations of existing utilities required thereby; inspections; material checks and tests; and other costs incurred by County staff arising from or related to the Work, and prior to acceptance of the Work as complete or expiration of any applicable warranty periods, whichever is later.
- 10. <u>SURVEYS</u>. Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of the Work as complete by the Board of Supervisors.
- 11. <u>NON-PERFORMANCE AND COSTS</u>. If Subdivider fails to complete the Work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the Work, County may proceed to complete and/or maintain the Work by contract or otherwise and Subdivider agrees to pay all costs and charges incurred by County (including, but not limited to, engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Once action is taken by County to complete or maintain the Work, Subdivider agrees to pay all costs incurred by County, even if Subdivider subsequently completes the Work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, staff costs and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

- 12. <u>INCORPORATION/ANNEXATION</u>. If, before the Board of Supervisors accepts the Work as complete, the Subdivision is included in territory incorporated as a city or is annexed to an existing city, except as provided in this paragraph, County's rights under this Agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Subdivider, who shall fulfill all the terms of this Agreement as though Subdivider had contracted with the city originally. The provisions of paragraph 8 (Indemnity) shall continue to apply in favor of the indemnitees listed in paragraph 8.A. upon any such incorporation or annexation.
- 13. <u>RECORD MAP</u>. In consideration hereof, County shall allow Subdivider to file and record the final map or parcel map for said Subdivision.
- 14. <u>RIGHT OF ENTRY</u>. Subdivider hereby consents to entry onto the Subdivision property, and onto any other property over which Subdivider has land rights and upon which any portion of the Work is to be installed pursuant to the improvement plans, by County and its forces, including contractors, for the purpose of inspection, and, in the event of non-performance of this Agreement by Subdivider, completion and/or maintenance of the Work.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Contra Costa

On October 2, 2013 before me, Sara L. Robbins, Notary Public, personally appeared Ray Panek and Chris Reder who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to me 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.

Sara L Robbins

SARA L. ROBBINS
Commission # 2002126
Notary Public - California
Contra Costa County
My Comm. Expires Jan 22, 2017

Field Bodhaine

Bond No.: SU1120519

Premlum: \$24,935.00/2 years

Any claim under this Bond should be sent to the following address:

865 South Figueroa Street

Suite 2700

Los Angeles, CA 90017

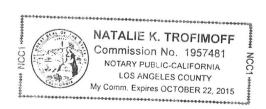
## IMPROVEMENT SECURITY BOND FOR SUBDIVISION AGREEMENT (Performance, Guarantee and Payment) (Gov. Code, §§ 66499-66499.10)

the Subdivision Agre	ind other improvements in Subdivision ement, all in accordance with State a	1 *** as specified in the	e Subdivision Agreement Inder in order to setisfy co	th the County of Contra Costa (hereinafi , and to complete sald work within the ti anditions for filling of the Final Map or Pa rmance of the Subdivision Agreement	ne specified for completion in
materialmen. **	*Field Bodhaine	• (1000)			and paymont to laboroid dile
2,	OBLIGATION. KB H	ome South Bay Inc.			as Principal, and
Arch Insur	ance Company			_, a corporation organized and existing	
Missouri	and au	thorized to transact surety bush	ness in California, as Sur	ety, hereby jointly and severally bind ou	
administrators, succe	essors and assigns to the County of C	ontra Costa, California to pay it One Million Nine Hund	lred Ninety Four		in the second of the second of
assignee under the a	(A. Performance and Guarantee) above Subdivision Agreement.	Thousand Eight Hundr	red and 00/100	Dollars (\$_1,994,800.00	) for itself or any city
which reference is m	(B. Payment) One Million So rade in Title XV (commencing with Sec	even Thousand Five Hund tion 3082) of Part 4 of Division I	lred and 00/100	Dollars (\$_1,007,500.00  State of California.	) to secure the claims to
3.	CONDITION. This obligation is s	ubject to the following condition.			
thereof made as the meaning, and shall is	ns, shall in all things stand to and ablue and reconstruction of the part, to	de by, and well and truly keep a be kept and performed at the t ty of Contra Costa (or city assign	ind perform the covenants ime and in the manner th	above bounded Principal, his or its hele, conditions and provisions in the said a serein specified, and in all respects acound employees, as therein stipulated, the	agreement and any alteration
Including reasonable judgment rendered.	As part of the obligation secured attorney's fees, incurred by the Cou	hereby and in addition to the fac nty of Contra Costa (or city assi	ce amount specified there ignee) in successfully enf	for, there shall be included costs and re- orcing such obligation, and to be taxed	asonable expenses and fees, as costs and included in any
referred to in the afo and that the Surety amount thereof, cost	contra Costa and all contractors, subcoresaid Civil Code for materials furnish will pay the same in an amount not e	entractors, laborers, materialment ad or labor thereon of any kind, exceeding the amount hereinab including reasonable attorney's	n and other persons empl or for amounts due under ove set forth, and also in a fees, incurred by the Cor	ncipal and the undersigned as corporate oyed in the performance of the aforesal or the Unemployment Insurance Act with case suit is brought upon this bond, w unty of Contra Costa (or city assignee) in on rendered.	d Subdivision Agreement and respect to this work or labor, ill pay, in addition to the face
under Title 15 (comm	It is hereby expressly stipulated a nending with Section 3082) of Part 4 o	; and agreed that this bond shall f Division 3 of the Civil Code, so	inure to the benefit of any	y and all persons, companies, and corp n to them or their assigns in any suit bro	orations entitled to file claims ught upon this bond.
	Should the condition of this bond	be fully performed, then this obli	gation shall become null	and vold; otherwise it shall be and remai	n in full force and effect.
to make such chang	ald work, agreed to by the Principal ar	d the County of Contra Costa (c lition without further notice to o	or city assignee) shall relie r consent by Surety; and	vision Agreement or the work to be perk eve any Surety from liability on this bond Surety hereby waives the provisions of	and consent is hereby olven
SIGNED AND SEAL	ED on August 16th	2013			
Principal: KB Ho	ome South Bay Inc.		Surety: Arch I	nsurance Company	
Address:			Address: 865	South Figueroa Street, Suite 2	700
By: A	Parch -	NEK	By: Print Name	Angeles, CA  Brenda Wong  Attorney-in-Fact	Zip: 90017
Title:	- 5V+		Title:	According and a second	

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of <u>Los Angeles</u>	
of satisfactory evidence the within instrument an same in his/her/their aut	before me, Natalie K. Trofimoff, Notary Public, Brenda Wong who proved to me on the basis to be the person(s) whose name(s) is/are subscribed to d acknowledged to me that he/she/they executed the shorized capacity(ies), and that by his/her/their ament the person(s), or the entity upon behalf of which suted the instrument.
I certify under PENALTY ( the foregoing paragraph	OF PERJURY under the laws of the State of California that is true and correct.
WITNESS my hand and o	fficial seal.
(seal)	Signature Natalie K. Trofimoff, Notary Public



## THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

## **POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brenda Wong, Cesar F. Javier, Jeffrey Strassner, Natalie K. Trofimoff, Patricia Talavera and Tenzer V. Cunningham of Los Angeles, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of November, 2011.

SEAL

Missouri

Attested and Certified

Arch Insurance Company

Insurance

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL KATHLEEN MARCINKUS, Notary Public City of Philadelphia, Phile. County My Commission Expires March 14, 2014

Kathleen Marcinkus, Notary Public My commission expires 03/14/2014

David M. Finkelstein, Executive Vice President

## CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 29, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this \_\_\_\_\_day of <u>AUG 1 6 2013</u>, 20\_

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



Page 2 of 2

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Contra Costa

On <u>December 13, 2013</u> before me, <u>Sara L. Robbins</u>, Notary Public, personally appeared <u>Ray Panek</u> 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.

SARA L. ROBBINS
Commission # 2002126
Notary Public - California
Contra Costa County
My Comm. Expires Jan 22, 2017

Sara L Robbins

## SURETY RIDER

To be attached to and form	a part of	
Bond No. <b>SU11120519</b>		
Type of		
Bond: Improvement S	ecurity Bond	
dated		
effective August 16, 2013	3	
(MONTH-DAY-	YEAR)	
executed by KB Home Souti	h Bay Inc.	, as Principal,
•		, as i filicipal,
(PRINCIPAL)		
and by Arch Insurance	e Company	, as Surety,
(SURETY)		, as sarsty,
in faces of County of County	ton One to	
in favor of County of Cont	ra Costa	
(OBLIGEE)		
in consideration of the mut	tual agreements herein contained the Principal and the Surety hereby consent to changing	
The Subdivision Name:		
From: Field Bodhaine and	d *** Field Bodhaine	
T 00 05 0007		
To: SD 05-8967		
Nothing horoin contained a	shall want after or outend any provision or condition of this hand expent as have in averagely a	4-41
Nothing herein contained s	shall vary, alter or extend any provision or condition of this bond except as herein expressly s	tated.
This rider is effective	August 16, 2013	
	MONTH-DAY-YEAR)	
	December 12, 2013	4
(	(MONTH-DAY-YEAR)	•
<b>.</b>	KB Home South Bay Inc.	
	PRINCIPAL)	
Ву:	VIUUIII .	
(PRINCIPAL)		
Arch Insurar	nce Company	
(SURETY)		
1 m / 1/Ma	US W. My	
By: Propul Won	Attornov In Fact	
brefida won	ng, Attorney-In-Fact	

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California		
County of Los Angeles		
personally appeared of satisfactory evidence t the within instrument and same in his/her/their aut	Brenda Wong to be the person d acknowledged thorized capacity ment the perso	Natalie K. Trofimoff, Notary Public, who proved to me on the basis  (s) whose name(s) is/are-subscribed to to me that he/she/they executed the  (ies), and that by his/her/their  n(s), or the entity upon behalf of which ment.
I certify under PENALTY C the foregoing paragraph		er the laws of the State of California that ect.
WITNESS my hand and of	fficial seal.	
(seal)	Signature	talie K. Trofimoff, Notary Public
NATALIE K. TROFIMOFF Commission No. 1957481	WWW NCC:	

## THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

## **POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brenda Wong, Cesar F. Javier, Jeffrey Strassner, Natalie K. Trofimoff, Patricia Talavera and Tenzer V. Cunningham of Los Angeles, CA (EACH)

Kathy R. Mair, Mechelle Larkin and Irene Lau of Newport Beach, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 30<sup>th</sup> day of July, 2013.

Attested and Certified

Arch Insurance Company

CORPORATE SEAL 1971

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

KATHLEEN MARCINKUS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 14, 2014

Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

David M. Finkelstein, Executive Vice President

## CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated <u>July 30, 2013</u> on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this \_\_\_\_\_\_day of \_\_DEC\_12\_201320\_\_\_\_.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California County of Contra Costa December 16, 2013 before me, Sara L. Robbins. Notary Public, personally appeared Ray Panek who proved to me on the basis of satisfactory evidence to be the person(s) whose subscribed to the within name(s) is/<del>are</del> instrument 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. SARA L. ROBBINS Commission # 2002126 Notary Public - California Contra Costa County My Comm. Expires Jan 22, 2017 Sala & Robbins

Sara L. Robbins

Tax Collector's Office 625 Court Street Finance Building, Room 100 P. O. Box 631 Martinez, California 94553-0063 (925) 957-5280 (925) 957-2898 (FAX)

Contra Costa County Russell V. Watts County Treasurer-Tax Collector

Brice B. Bins Chief Deputy Treasurer-Tax Collector

Corrie Gideon Tax Operations Supervisor



Date: 11/18/2013

## IF THIS TRACT IS NOT FILED BY DECEMBER 31, 2013, THIS LETTER IS VOID

This will certify that I have examined the map of the proposed subdivision entitled:

 Tract / MS #
 City
 T.R.A.

 8967
 MARTINEZ
 76051

 Parcel #: 159-230-002-2
 159-230-003-0

and have determined from the official tax records that there are no unpaid County taxes heretofore levied on the property included in the map.

## The 2013-2014 tax lien has been paid in full.

Our estimate of the supplemental tax lien is

0.00

This tract is **not** subject to a 1915 Act Bond.

The amount calculated is void 30 days frm the date of this letter.

Subdivision bond must be presented to the County Tax Collector for review and approval of adequacy of security prior to filing with the Clerk of the Board of Supervisors.

RUSSELL V. WATTS Treasurer-Tax Collector

By: Can Daileon

## STATEMENT

THE UNDERSIGNED. KB HOMES SOUTH BAY, INC., A CALIFORNIA CORPORATION, DOCS HEREY STATE THAT IT IS THE WONER OR ALL THE LAND DELINEATED UPON AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP ENTITLED. "SUBDIVISION 8867, FIELD COURTYARD HOMES," COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: HTGASE STRIPS OF LAND DESCIGNATED MEERIN AS "RAW DEDICATION" (RIGHT OF WAYD EDICATION) AS EMBRACED WITHIN THE BODY OF THE HEREIN EMBODIED MAP, FOR THE USES AND PURPOSES OF PUBLIC STREETS.

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

- OVER AND ACROSS THOSE STRIPS OF LAND DESIGNATED HEREON AS "EVAK" OR EMERGENY VEHICLE ACCESS EASEMENT. AS SHOWN ON SAID MAP, FOR THE PURPOSE OF INVARESS AND EGRESS OF EMERGENCY VEHICLES.
- UNDER, ON AND OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS "PLE" (PUBLIC UTILITY EASEMENT) AS SHOWN UPON SALD MAP, FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITY FACILITIES.

THE AREA MARKED "WATER LINE EASEMENT" (MLE) IS OFFERED FOR DEDICATION TO THE CONTRACT COSTA, WITE DISTRICT (COMD), OW ITS DESIGNED IN GROSS, AS AN INON-EXCLUSIVE SUBSADE. EASEMENT AND NON-EXCLUSIVE SUBFADE. EASEMENT FOR WATER LINE DISPOSES. ROLLDING CONSTRUCTION, A CICESS FOR MAINTENANCE OF WASTER LINE DISPOSES. AND THE CLERKING OF OBSTRUCTIONS. AND VEGETATION. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH COMD'S FULL ENJONMENT OF SAID EASEMENT.

THE AREA MARKED "SANITARY SEWER EASEMENT". OR "SSE" IS IRREVOCABLY OF OFFERED FOR DELICATION TO THE MY TURE SANITARY DISTRICT (WASD) OR ITS SUCCESSORS OR ASSIGNS IN GROSS, AS AN EXCLISIVE SUBSURFACE EASEMENT. WHERE INDICATED AND NONEXCLUSIVE SUBSURFACE EASEMENT. WHERE INDICATED AND NONEXCLUSIVE SUBSURFACE EASEMENT FOR THE RIGHT TO CONSTRUCT. RECONSTRUCT RELEASEMENT FOR THE RIGHT TO CONSTRUCT. RECONSTRUCT RELEASEMENT FOR THE RIGHT TO CONSTRUCT. RECONSTRUCT AND ALL WASDESS. AND EASEMENT FOR THE RIGHT TO CONSTRUCT. RECONSTRUCT RESESSANT MAINTAIN REPLEASE OF SUBSURFACE MAINTAIN REPLEASEMENT FOR THE RESESSANT OF THE REAL HIM THE RESESSANT OF THE REAL HIM TO THE SANITA SA

MAINTENANCE ACCESS STRUCTURES (MANHOLES, RODDING INLETS, ETC.) COM-STRUCTED WITHIN THE EASTERN'S NAULE, UNT BE COVERED BY EASTH OR OTHER MAILEN AND SHALL REMAIN IN AN EXPOSED. AND ACCESSIBLE CONDITION AT ALL TIMES FOR ROUTINE MANDOR REMEDIANCY MAINTENANCE THAT MAY BE DEEMED MCCESSARY BY MOSD FROM TIME TO TIME.

WYSD. AND ITS SUCCESSORS OR ASSIGNS. SHALL INCUR NO LIABILITY WITH RESPECT TO SUCCH OFFER OF DEDICATION. AND SHALL NOT ASSUME ANY RESPONSIBILITY FOR THE OFFERE EASEMENTS OR ANY IMPROVEMENTS THEREON OR THERRIN. WITH SUCH OFFER HAS BEEN ACCEPTED BY THE APPROPRIATE ACTION OF MASD. OR 1TS SUCCESSORS OR ASSIGNS. FURTHER, THE OWNER THAN INTERNATIVE THE OWNER AND HOLD HARMLESS MASD FROM ANY AND COF THAN INTERNATIVE THE OWNER AND COF THE FORMAL ACCEPTION OF MASD.

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WITH THE FILING OF THE MAP.

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KB HOME SOUTH BAY, INC., A CALIFORNIA CORPORATION

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## OWNER'S ACKNOWLEDGMENT:

STATE OF CALIFORNIA ) S.S.

A NOTARY PUBLIC, PERSONALLY APPEARLY.

A NOTARY PUBLIC, PERSONALLY APPEARLY.

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) SUSYARE SUBSISHED TO THE WITHIN INSTRUMENT AND ACKOWALEDGED TO ME THAT HE/SHE/THEY EXCUTED THE SAME IN HIS/HER/THE REPROVED THE SAME IN HIS/HER/THE SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. COUNTY OF

P I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY

SIGNATURE

HAND.

NAME				
PRINTED NAME				
NOTARY PUBLIC IN AND FOR	SAID COUNTY AND STATE	PRINCIPAL COUNTY OF BUSINESS:	MY COMMISSION EXPIRES:	COMMISSION NUMBER OF NOTARY: _

## OWNER'S ACKNOWLEDGMENT:

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SIGNATURE:					

## SOILS REPORT:

A GEOTECHICAL INVESTIGATION REPORT FOR SUBDIVISION 8967 HAS BEEN PRE-PARED BY TERRASEARCH, INC., PROJECT NUMBER 10612.G, DATED MAY 27, 2005, AND IS ON FILE IN THE PUBLIC WORKS DEPARTMENT OF THE COUNTY OF CONTRA COSTA.

# COUNTY RECORDER'S STATEMENT:

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JOSEPH E, CANCIAMILLA COUNTY RECORDER IN AND FOR THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

DEPUTY COUNTY RECORDER BY:

## FIELD BODHAINE COURTYARD HOMES SUBDIVISION 8967



1646 NORTH CALIFORNIA BLVD., SUITE 400 WALNUT CREEK, CA 94596

159-230-002, 159-230-003

APN:

SHEET 1 OF 14 C-20055129-32

# BUILDING INSPECTION STATEMENT:

A GEOTECHNICAL INVESTIGATION REPORT, PREPARED BY TERRASEARCH, INC., DATED MAY 2. 2005, PROJECT NUMBER 10612.6 HAS BEEN RECEIVED AND APPROVED. THE REPORT IS ON FILE IN THE BUILDING INSPECTION DEPARTMENT, CONTRA COUNTA COUNTA

JASON CRAPO
DEPUTY DIRECTOR, DEPARTMENT OF
CONSERVATION AND DEVELOPMENT
BUILDING INSPECTION DIVISION

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20

DATED:

PLANNING COMMISSION'S STATEMENT:

CONTRA COSTA COUNTY. MAP OF THIS SUBDIVI-I HEREBY STATE THAT THE PLANNING COMMISSION OF STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE SION UPON WHICH THIS FINAL MAP IS BASED.

ARUNA BHAT
DEPUTY DIRECTOR, DEPARTMENT OF
CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

₽.

202

DATED:

## SURVEYOR'S STATEMENT:

THE MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SINKTY IN CONCOMMANCE WITH THE REQUIREMENTS OF THE SUBDILISED MAP AND THE TREAT AND THE REQUIREMENTS OF THE SUBDILISED MAP AND THE REQUIREMENTS OF THE HAP THIS THANK MAP AND SISTAMITALLY OWN COMES. THE APPROVED TENTAL IVE MAP AND THE CONDITIONS OF APPROVAL. HEREOF, AND THIS TECHNICALLY CORRECTION AND THE POST THANK MAP AND THE POST THE POST THANK MAP AND WHILE BE SUBJECT AND SUCH MONUMENTS SHOWN ARE OF THE CHARACTER AND SOCIOLY THE POST THOM SIND CATED HEREOF AND WHILE BE SUBJECT TO BE RETRACED.

DAVID A. LAVELLE, RCE NO. 33227 DATED:

# COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN FINAL MAP AND THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND APPROVIDE ALTERATIONS THEREOF. THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP AGT AND FOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE CONTAINE MAP: AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

JAMES A. STEIN, P.L.S. NO. 6571

DATED:

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CLERK OF THE BOARD OF SUPERVISORS' CERTIFICATE:

I FURTHER CERTIFY THAT ALL TAX LIENS HAVE BEEN SATISFIED AND THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, AND FILED.

PURSUANT TO SECTION 66499.20 1/2 OF THE SUBDIVISION MAP ACT, FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING:

1) STATEMENT SHEET
2) STATEMENT SHEET INDEX
3) EXISTING BOUNDARY, EASEMENTS AND MONUMENTATION
4) LOTS 1-19 69, 72-89 AND PARCELS 0, F AND C
5) LOTS 8-25 AND PARCELS 1, EC. 1 AND J
6) LOTS 8-26-66, 69, 77, 17 AND PARCELS H, K AND L
7) LOTS 37-64 AND PARCELS M, P AND S
8) LOTS 25-67 AND PARCELS M, P AND S
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DAVID TWA CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR

DEPUTY CLERK

BY:

DAY

APN: 159-230-002, 159-230-003

## SHEET INDEX:

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ALL OF THAT CERTAIN PORTION OF PACHECO BLVD. LYING WITH THE STREET AS SHOWN ON THE RECORD OF SURVEY. THE DO JUNE 27, 1990, UN BOOK 4 OF LICENSED SURVEYORS, MAPS AT PAGE 42, CONTRA COSTA COUNTY RECORDS. AND THE RECORD OF SURVEY. THE D. 1990, UN BOOK 94 OF LICENSED SURVEYINGS MAPS AT PAGE 37, CONTRA COSTA COUNTY RECORDS AND AS ACCEPTED BY THE BOAND OF SUFFEYINGS BY THE GOMEN OF SUPERVISORS BY THE GOMEN OF SUPERVISORS BY THE GOODMENT RECORDS AND AS 18, 1988, IN BOOK 5867 AT PAGE 598, CONTRA COSTA COUNTY RECORDS AND AS 18, 1988, IN BOOK 5867 AT PAGE 598, CONTRA COSTA COUNTY RECORDS.

ALL OTHER PUBLIC STRETS AND EASEMENTS NOT SPECIFICALLY LISTED HEREON FOR ABANDOMMENT ARE RETAINED FOR PUBLIC USE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS OF

## FIELD BODHAINE COURTYARD HOMES SUBDIVISION 8967

EBGINEERS / SURVEYORS / PLANNERS

SHEET 2 OF 14 C-20055129-32 1646 NORTH CALIFORNIA BLVD., SUITE 400 WALNUT CREEK, CA 94596

