

SUBDIVISION 9328  
GALE RANCH

BEING A SUBDIVISION OF LOTS 1 THROUGH 133,  
AND PARCELS A THROUGH R, AS SHOWN ON THE  
MAP OF SUBDIVISION 8969  
FILED IN BOOK 513 OF MAPS AT PAGE 17  
CONTRA COSTA COUNTY RECORDS

CONTRA COSTA COUNTY  
CALIFORNIA

RUGGERI-JENSEN-AZAR  
CIVIL ENGINEERS, PLANNERS, SURVEYORS  
PLEASANTON, CALIFORNIA  
JANUARY 2015

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON  
RECORD DATA IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION  
MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHAPELL INDUSTRIES, INC.,  
IN JANUARY 2014, AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT  
THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED  
TENTATIVE MAP. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER  
AND OCCUPY THE POSITIONS AS INDICATED. THE MONUMENTS ARE SUFFICIENT TO  
ENABLE THE SURVEY TO BE RETRACED.

Piero P. Ruggeri  
PIERO P. RUGGERI, RCE NO. 25281 DATE 1/16/15



COUNTY SURVEYOR'S STATEMENT

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT  
APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS  
THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL  
ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP  
HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY  
CORRECT.

JAMES A. STEIN, P.L.S. 6571  
COUNTY SURVEYOR DATE \_\_\_\_\_

PLANNING COMMISSION'S STATEMENT  
I HEREBY STATE THAT THE PLANNING COMMISSION OF THE COUNTY OF CONTRA  
COSTA, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP OF THIS  
SUBDIVISION UPON WHICH THIS FINAL MAP IS BASED.

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

BY: Aruna Bhat DATE: 2/27/2015

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA ) SS.

I, DAVID TIWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY  
ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,  
DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED  
"SUBDIVISION 9328, GALE RANCH", CONTRA COSTA COUNTY, CALIFORNIA,  
WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW,  
AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
2015, AND THAT SAID BOARD OF SUPERVISORS DID  
THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING,  
APPROVE SAID MAP AND DID REJECT ON BEHALF OF THE PUBLIC ALL OF THE  
STREETS, ROADS, AVENUES, PARCELS OR EASEMENTS SHOWN THEREON AS  
DEDICATED TO PUBLIC USE.

I FURTHER CERTIFY, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 66434(g)  
AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE ABANDONMENT LISTED ON  
SHEET 3 OF THIS MAP.

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BUILDING INSPECTION STATEMENT  
A GEOTECHNICAL INVESTIGATION REPORT, PREPARED BY ENGEO INCORPORATED,  
DATED MAY 5, 2003, REPORT NO. 2849.1.402.01, HAS BEEN RECEIVED AND  
APPROVED. THE REPORT IS ON FILE IN THE BUILDING INSPECTION DIVISION,  
CONTRA COSTA COUNTY.

JASON CRABO  
DEPUTY DIRECTOR  
DEPARTMENT OF CONSERVATION AND DEVELOPMENT  
BUILDING INSPECTION DIVISION

BY: Jason Crabo DATE: 3/17/2015

DAVID TIWA  
CLERK OF THE BOARD OF SUPERVISORS  
AND COUNTY ADMINISTRATOR

BY: \_\_\_\_\_  
DEPUTY CLERK



BOUNDARY MAP

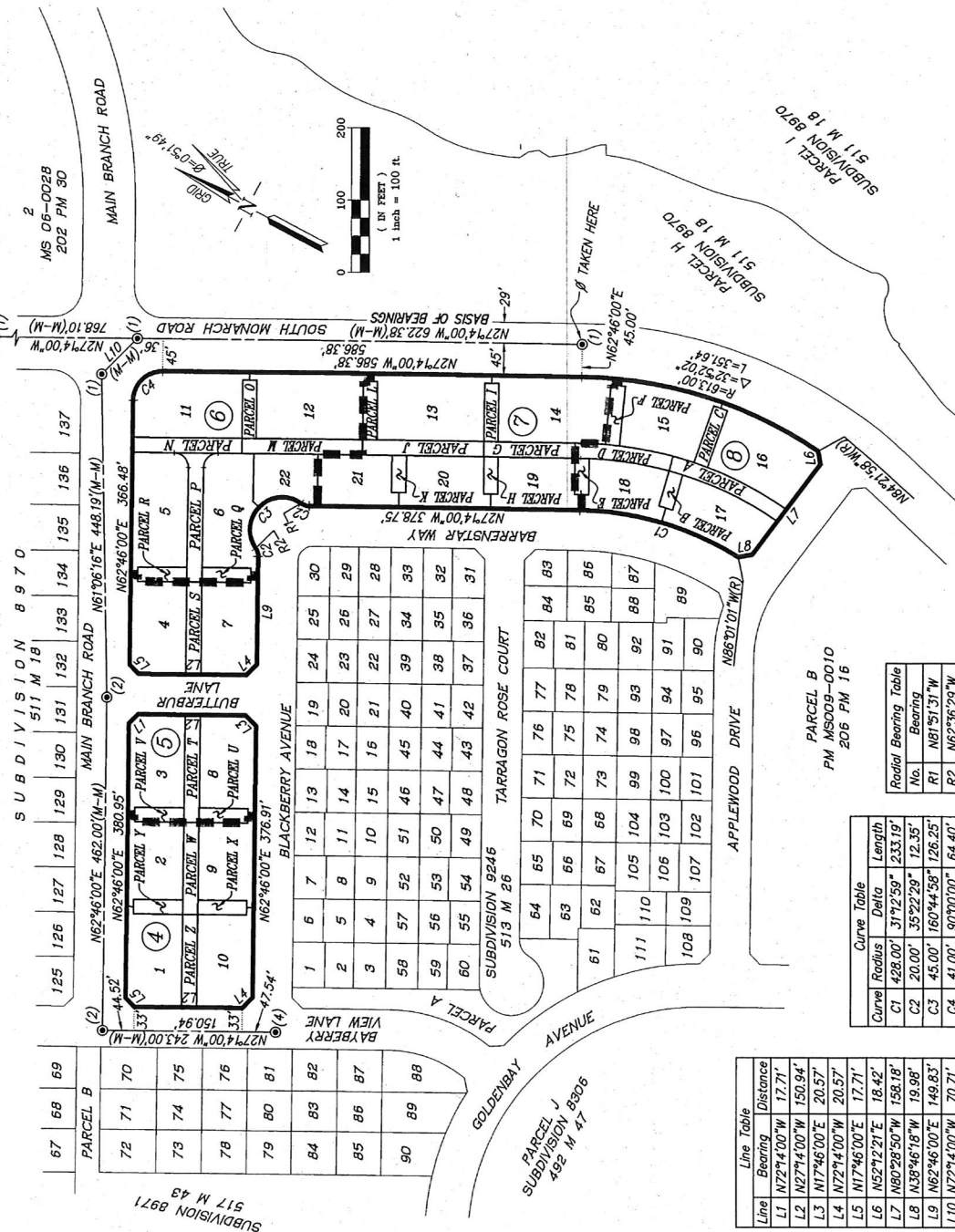
NOTE: THIS SUBDIVISION CONTAINS 6.53± ACRES.

REFERENCES:

- (1) SUBDIVISION 8306 - 492 M 47
- (2) SUBDIVISION 8970 - 511 M 18
- (3) PARCEL MAP M5009-0010 - 206 PM 16
- (4) SUBDIVISION 8969 - 513 M 17

ABANDONMENT NOTE:  
PURSUANT TO GOVERNMENT CODE SECTIONS 66434(2) AND 66409.20.2 OF THE  
SUBDIVISION MAP ACT, THOSE PORTIONS OF THE PUBLIC EASEMENTS LISTED BELOW,  
AS THEY AFFECT THE PARCELS BEING SUBDIVIDED HEREON, WILL BE ABANDONED  
WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON.

- 1. THE EXISTING 5' PUE ALONG THE SOUTH LINE OF LOT 6, AS SHOWN ON  
SUBDIVISION 8969 (513 M 17).



Line	Bearing	Distance
L1	N72°4'00"W	17.71'
L2	N27°4'00"W	150.94'
L3	N17°46'00"E	20.57'
L4	N72°4'00"W	20.57'
L5	N17°46'00"E	17.71'
L6	N52°12'21"E	18.42'
L7	N60°28'50"W	158.18'
L8	N39°46'18"W	19.98'
L9	N62°46'00"E	149.83'
L10	N72°4'00"W	70.71'

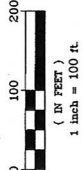
Curve	Radius	Delta	Length
C1	428.00'	31°42'59"	233.19'
C2	20.00'	35°22'29"	12.35'
C3	45.00'	160°44'58"	126.25'
C4	41.00'	90°00'00"	64.40'

No.	Bearing
R1	N61°51'31"W
R2	N62°36'29"W

PARCEL B  
PM M5009-0010  
206 PM 16

Subdivision 8970  
511 M 18

Subdivision 8970  
511 M 18



- LEGEND
- SUBDIVISION BOUNDARY
  - LOT LINE
  - EXISTING EASEMENT AS NOTED
  - NEW EASEMENT AS NOTED
  - MONUMENT LINE
  - MONUMENT TIE LINE
  - EXISTING LOT LINE
  - FOUND STANDARD COUNTY MONUMENT PER REFERENCE AS SHOWN, RCE 25281
  - PUE
  - PUBLIC UTILITY EASEMENT
  - SANITARY SEWER EASEMENT
  - SE
  - SIGHT DISTANCE EASEMENT
  - (M-M)
  - MONUMENT TO MONUMENT
  - EXISTING
  - EX.
  - (R)
  - (T)
  - (1)
  - TOTAL
  - RADIAL BEARING
  - RECORD REFERENCES
  - EXISTING ABUTTERS RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED, PER REFERENCE AS SHOWN
  - SHEET COVERAGE
  - SHEET NUMBER

BASIS OF BEARINGS  
THE LINE BETWEEN TWO FOUND MONUMENTS ON SOUTH MONARCH ROAD AS SHOWN ON SUBDIVISION 8306 FILED AUGUST 1, 2006 IN BOOK 492 OF MAPS AT PAGE 47, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, TAKEN AS N27°4'00"W, CALIFORNIA COORDINATE SYSTEM ZONE III, (CCS27) IS THE BASIS OF BEARINGS FOR THIS MAP. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. MULTIPLY BY 0.9999294 TO OBTAIN GRID DISTANCES.

- NOTES:
- 1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
  - 2. PACIFIC GAS AND ELECTRIC COMPANY EASEMENT 2000-32570 IS NOT DEFINED OF RECORD AND THEREFORE IS NOT SHOWN HEREON.

SUBDIVISION 9328  
GALE RANCH

BEING A SUBDIVISION OF LOTS 1 THROUGH 133, AND PARCELS A THROUGH R, AS SHOWN ON THE MAP OF SUBDIVISION 8969 FILED IN BOOK 513 OF MAPS AT PAGE 17 CONTRA COSTA COUNTY RECORDS

CONTRA COSTA COUNTY  
CALIFORNIA

RUGGERI-JENSEN-AZAR  
CIVIL ENGINEERS, PLANNERS, SURVEYORS  
PLEASANTON, CALIFORNIA  
JANUARY 2016  
SCALE: 1" = 100'

**SUBDIVISION AGREEMENT**  
(Gov. Code, §§ 66462 and 66463)

Subdivision: SD 9328  
Subdivider: Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation

Effective Date: \_\_\_\_\_  
Completion Period: 2 Years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Julia R. Bueren, Public Works Director

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

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Engineering Services Division

FORM APPROVED: Silvano B. Marchesi, County Counsel

SUBDIVIDER Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation

R. M. Nelson  
Print Name RICHARD M. NELSON  
Print Title DIVISION PRESIDENT

Robert D. Moore  
Print Name Robert D. Moore  
Print Title Division President

[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.]

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California (hereinafter "County"), and the above-mentioned Subdivider mutually promise and agree as follows concerning this Subdivision:

2. IMPROVEMENTS. Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping and such other improvements (including appurtenant equipment) as required in the improvement plans for this Subdivision as reviewed and on file with the Contra Costa County Public Works Department, as required by the Conditions of Approval for this Subdivision, and in conformance with the Contra Costa County Ordinance Code, including future amendments thereto (hereinafter "Ordinance Code").

Subdivider shall complete said improvements (hereinafter "Work") within the above completion period from date hereof, as required by the California Subdivision Map Act (Gov. Code, §§ 66410 et. seq.) in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Ordinance Code and rulings made thereunder; and where there is a conflict among the improvement plans, the Conditions of Approval and the Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENTS SECURITY. Upon executing this Agreement, the Subdivider shall, pursuant to Gov. Code § 66499 and the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: \$ 7,000.00 cash, plus additional security, in the amount of \$ 670,000.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

\_\_\_\_\_ Cash, certified check or cashier's check.  
\_\_\_\_\_ Acceptable corporate surety bond.  
\_\_\_\_\_ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees performance under this Agreement and maintenance of the Work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount: \$ 338,500.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

\_\_\_\_\_ Cash, certified check, or cashier's check  
\_\_\_\_\_ Acceptable corporate surety bond.  
\_\_\_\_\_ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees payment to the contractor, to its subcontractors and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

Upon acceptance of the Work as complete by the Board of Supervisors and upon request of Subdivider, the amounts held as security may be reduced in accordance with Sections 94-4.406 and 94-4.408 of the Ordinance Code.

4. **GUARANTEE AND WARRANTY OF WORK.** 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. **PLANT ESTABLISHMENT WORK.** 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. **IMPROVEMENT PLAN WARRANTY.** 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. **INDEMNITY.** Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnitees benefitted and protected by this promise are the County and its special districts, elective and appointive boards, commissions, officers, agents and employees.

B. The liabilities 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 actions causing liability 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. Non-Conditions. 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. **COSTS.** 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. **SURVEYS.** 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. **NON-PERFORMANCE AND COSTS.** 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. **INCORPORATION/ANNEXATION.** 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. **RECORD MAP.** In consideration hereof, County shall allow Subdivider to file and record the final map or parcel map for said Subdivision.

14. **RIGHT OF ENTRY.** 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.

## ACKNOWLEDGMENT

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

State of California  
County of Alameda)

On March 12th, 2015 before me, April Crawford, Notary Public-----  
(insert name and title of the officer)

personally appeared Robert D. Moore and Richard M. Nelson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

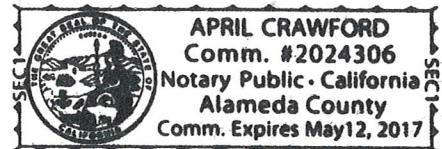
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*April Crawford*

(Seal)



# Cost Summary With Itemized Revenue for: SD1409328 - 11/30/2010 Thru 03/26/2015

Billing Account: 48220

04/06/2015

Owner: Toll Brothers, Inc.

ACTIVE

## Labor Charges

Work Auth	Description	Review Cost
Time & Materials		
WL0068 (PW)	FINAL MAP CHECK (MAJOR)	\$2,598.82
WL0072 (PW)	IMPROVEMENT PLAN CHECK - MAJOR	\$2,540.55
WL0077 (PW)	IMPROVEMENT INSPECTION-MAJOR SUB	\$192.40
Time & Materials Total:		\$5,331.77
Total Labor Charges:		\$5,331.77
Total Recoverable Project Cost:		\$5,331.77

## Revenue Received: SD1409328

Time & Materials	Tot Rev Amt	CD Rev	PW Rev	DtPosted	Recpt#	DP#	Rev Type
0068 FINAL MAP CHECK (MAJOR)	1,730.24	0.00	1,730.24	02/26/15			TRANSFER
	676.18	0.00	676.18	03/25/15			TRANSFER
Total SCode 0068:	2,406.42	0.00	2,406.42				
0072 IMPROVEMENT PLAN CHECK - MAJOR	1,309.07	0.00	1,309.07	03/25/15			TRANSFER
Total SCode 0072:	1,309.07	0.00	1,309.07				
Total TIME & MATERIALS Revenue:	3,715.49	0.00	3,715.49				
Grand Total T & M Revenue:		\$3,715.49					

## Deposits: SD1409328

### Fund: 1123

Description	Deposit Amount	Date Poste	Journal #	Receipt #	Deposit #	Rev Type
0068 FINAL MAP CHECK (MAJOR)	\$3,386.85	11/30/2010		1283388	564687	DEPOSIT
	\$2,700.00	11/25/2014		1332496	673116	DEPOSIT
	-\$1,730.24	02/26/2015	REVACC5			TRANSFER
	-\$676.18	03/25/2015	REVACC5			TRANSFER
Total for SCode 0068:	\$3,680.43					
0072 IMPROVEMENT PLAN CHECK - MAJOR	\$4,996.20	11/30/2010		1283391	564687	DEPOSIT
	-\$1,309.07	03/25/2015	REVACC5			TRANSFER
Total for SCode 0072:	\$3,687.13					
0077 IMPROVEMENT INSPECTION-MAJOR SUB	\$20,622.08	04/13/2011		1284597	574767	DEPOSIT
Total for SCode 0077:	\$20,622.08					
Total Fund 1123	\$27,989.64					

### Fund: 8198

Description	Deposit Amount	Date Poste	Journal #	Receipt #	Deposit #	Rev Type
PBND TRUST 8198 PERFORMANCE BONDS	\$7,000.00	04/13/2011		1284596	574767	DEPOSIT
Total for SCode PBND:	\$7,000.00					
Total Fund 8198	\$7,000.00					

Total Non-Restricted Funds: \$27,989.64

SD1409328 Net Balance: \$26,373.36

**Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania  
The Continental Insurance Company**

**CNA**

CNA Plaza  
Chicago, Illinois 60685

A Stock Company

**GENERAL PURPOSE RIDER**

To be attached to and form part of Bond Number 929525422, issued by THE CONTINENTAL INSURANCE COMPANY, in the amount of SIX HUNDRED SEVENTY THOUSAND AND 00/100 Dollars (\$670,000.00), on behalf of SHAPELL HOMES, a Division of Shapell Industries, Inc. a Delaware Corp., as Principal and in favor of COUNTY OF CONTRA COSTA, CA, as Obligee, effective MARCH 28, 2011:

Now, Therefore, it is agreed that:

THE TRACT NUMBER COVERED UNDER THIS BOND IS HEREBY CHANGED FROM #8969 to #9328

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.


This rider is to be effective the 19 TH day of FEBRUARY, 2015

Signed, sealed and dated this 19 TH day of FEBRUARY, 2015

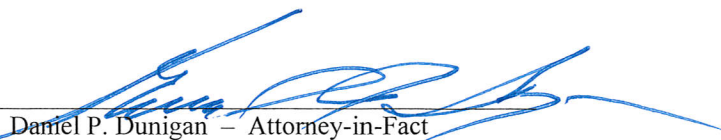
WITNESS:

THE CONTINENTAL INSURANCE COMPANY

BY:

  
Lois E. Eshleman - Witness

BY:

  
Daniel P. Dunigan - Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 PENNSYLVANIA

County of CHESTER

On FEBRUARY 19, 2015 before me, ARLENE OSTROFF, Notary Public

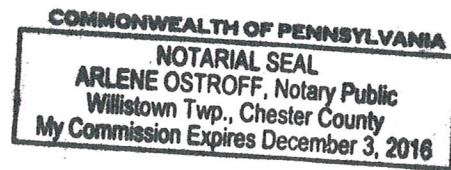
personally appeared DANIEL P. DUNIGAN

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

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

Witness my hand and official seal.

Signature [Signature] Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

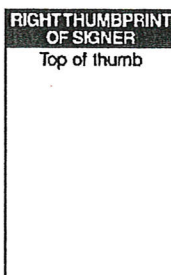
Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

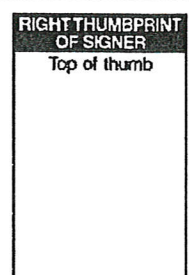
- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_  
THE CONTINENTAL INSURANCE COMPANY



- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William F Simkiss, Daniel P Dunigan, Richard J Decker, Joseph W Kolok, Jr, Brian C Block, James L Hahn,  
Individually

of Paoli, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -


and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of August, 2013.

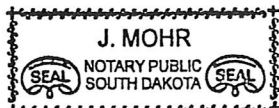


The Continental Insurance Company

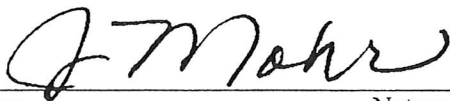
  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of August, 2013, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2015

  
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 19th day of February, 2015.



The Continental Insurance Company

  
D. Bult Assistant Secretary

**THE CONTINENTAL INSURANCE COMPANY**  
**Radnor, Pennsylvania**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2013**

ASSETS

Bonds	\$ 1,684,328,034
Stocks	158,773,278
Cash and short-term investments	187,796,353
Amounts recoverable from reinsurers	193,598,356
Net deferred tax asset	73,211,237
Other assets	47,825,939
Total Assets	<u>\$ 2,345,533,197</u>

LIABILITIES AND SURPLUS

Losses	\$ 908,894,332
Loss adjustment expense	34,732,682
Unearned premiums	-
Ceded reinsurance premiums payable (net of ceding commissions)	26,174,058
Funds held by company under reinsurance treaties	719,991,228
Provision for reinsurance	76,000,000
Other liabilities	(787,119,094)
Total Liabilities	<u>978,673,206</u>
Surplus Account:	
Capital paid up	53,566,360
Gross paid in and contributed surplus	1,423,436,994
Special Surplus	105,639,025
Unassigned funds	<u>(215,782,388)</u>
Surplus as regards policyholders	1,366,859,991
Total Liabilities and Capital	<u>\$ 2,345,533,197</u>

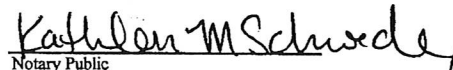
I, OJ B. Magana, Assistant Vice President of The Continental Insurance Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2013, as filed with the various Insurance Departments and is a true and correct statement of the condition of The Continental Insurance Company as of that date.

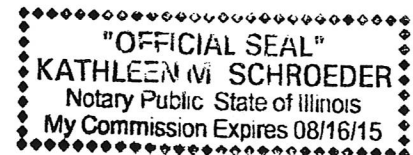
The Continental Insurance Company

By   
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2014.

My commission expires:

  
Notary Public



**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: 3/11/2015

IF THIS TRACT IS NOT FILED PRIOR TO THE DATE TAXES ARE OPEN FOR COLLECTION (R&T CODE 2608) **THIS LETTER IS VOID.**

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

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
9328	SAN RAMON	15004
Parcel #:	138 PARCELS (SEE ATTACHED)	

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 2014-2015 tax lien has been paid in full. Our estimate of the 2015-2016 tax lien, which became a lien on the first day of January, 2015 is **\$463,040.00**

This tract is subject to a 1915 Act Bond. If subject to a 1915 Act Bond, the original principal to calculate a segregation is

The amount calculated is **void** 45 days from the date of this letter, unless this letter is accompanied with security approved by the Contra Costa County Tax Collector  
**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: 

**PRINCIPAL**

Shapell Industries, Incorporated  
100 North Milpitas Boulevard  
Milpitas, CA 95035  
Attn: Dave Suico  
408-946-1550

**TITLE COMPANY**

First American Title Co.  
6683 Owens Drive  
Pleasanton, CA 94588  
Attn: Bernadette Salas  
Phone: 925-738-4043

Order Number: 0192-4352367

**SURETY**

Name: RLI Insurance Company  
Address: 101 Bradford Road Suite 200  
Wexford, PA 15090  
Phone #: 724-934-1240

**BOND #CMS0282860**

**Tax year 2015/ 2016**

**BOND AGAINST TAXES**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, Shapell Industries, Inc., a Delaware Corporation as principal and (Surety) RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized to transact surety business in California as surety are held and firmly bound unto the County of Contra Costa, State of California, in the penal sum of Four Hundred Sixty Three Thousand Forty and 00/100 Dollars (\$463,040.00), to be paid to said County of Contra Costa, for the payment of which will and truly be made, we and each of us bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our Seals and dated this 20 TH day of FEBRUARY, 2015.

The conditions of the above obligation is such that WHEREAS, the above bounded principal is about to file a map entitled Subdivision Map 9328 and covering a subdivision of a tract of land in said County of Contra Costa and there are certain liens for taxes and special assessments collected as taxes, against the said tract of land covered by said map, which taxes and special assessments collected as taxes, are not as yet due or payable.

NOW, THEREFORE, if the said Principal, shall pay all of the taxes and special assessments collected as taxes which are a lien against said tract of land covered by said map, at the time of the filing of said map of said tract, then this obligation shall be void and of no effect, otherwise it shall remain in full force and effect.

Shapell Industries, Incorporated, a Delaware Corporation

RLI INSURANCE COMPANY

By: [Signature]  
Name Robert B. Moore  
Title Division President

[Signature]  
Daniel P. Dunigan, Attorney-in-Fact

Principal

Surety

STATE OF \_\_\_\_\_ )SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of with 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

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*This area for official notarial seal*

Notary Name: \_\_\_\_\_

Notary Phone: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

County of Principal Place of Business: \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California  
County of Alameda

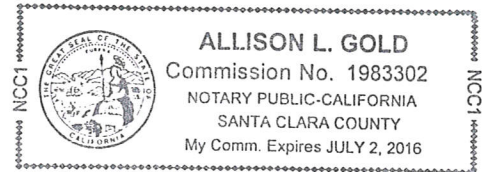
On February 24, 2015 before me, Allison L. Gold, Notary Public  
(insert name and title of the officer)

personally appeared Robert D. Moore,  
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 Allison L. Gold (Seal)



DATE: 3/10/2015  
BOND REVIEWED AND APPROVED  
CONTRA COSTA COUNTY  
TREASURER - TAX COLLECTOR  
BY: [Signature]

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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.

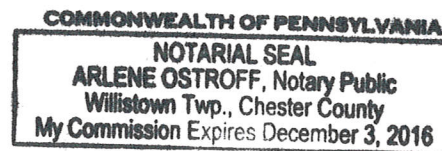
State of PENNSYLVANIA

County of CHESTER

On FEBRUARY 20TH, 2015 before me, ARLENE OSTROFF, Notary Public  
Date Name and Title of Notary

personally appeared DANIEL P. DUNIGAN  
Name and or Names 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 *Arlene Ostroff*  
Notary Public Signature

Place Notary Public Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

## Description of Attached Document

Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_  
RLI INSURANCE COMPANY

**RIGHT THUMBPRINT  
OF SIGNER**  
 Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
 Top of thumb



RLI Surety  
9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036  
www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

William F. Simkiss, Richard J. Decker, Daniel P. Dunigan, James L. Hahn, Brian C. Block, Joseph W. Kolok Jr., jointly or severally

in the City of Paoli, State of Pennsylvania its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 8th day of October, 2014.



**RLI Insurance Company**

By: Roy C. Die Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 8th day of October, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 20th day of FEBRUARY, 2015.

By: Jacqueline M. Bockler Notary Public



**RLI Insurance Company**

By: Roy C. Die Vice President



RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: 309-692-1000 Fax: 309-683-1610

# RLI Insurance Company

December 31, 2013

## Admitted Assets

Investments:	
Fixed maturities	\$ 565,275,057
Equity securities	936,244,320
Short-term investments	2,488,289
Real estate	22,332,965
Properties held to produce income	0
Cash on hand and on deposit	27,278,945
Other invested assets	750,000
Receivables for securities	0
Agents' balances	108,168,054
Investment income due and accrued	6,186,935
Funds held	4,000
Reinsurance recoverable on paid losses	4,352,755
Federal income taxes receivable	0
Net deferred tax asset	0
Guarantee funds receivable or on deposit	64,220
Electronic data processing equipment, net of depreciation	438,158
Receivable from affiliates	4,298,475
Other admitted assets	1,555,812
<b>Total Admitted Assets</b>	<b>\$ 1,679,437,985</b>

State of Illinois

County of Peoria

## Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 444,285,643
Unearned premiums	201,229,816
Accrued expenses	52,704,394
Funds held	5,326,928
Advance premiums	4,990,302
Amounts withheld	61,410,396
Ceded reinsurance premium payable	33,163,471
Payable for securities	0
Statutory penalties	443,200
Current federal & foreign income taxes	2,507,679
Federal income tax payable	13,100,904
Borrowed money and accrued interest	1,288
Drafts outstanding	0
Payable to affiliate	0
Other liabilities	1,052,639
<b>Total Liabilities</b>	<b>\$ 820,216,660</b>
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	606,769,866
<b>Total Surplus</b>	<b>\$ 859,221,325</b>
<b>Total Liabilities and Surplus</b>	<b>\$ 1,679,437,985</b>

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of California and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2013.

Attest:



{ Corporate  
Seal  
Affixed }

Michael J. Stone President

Cynthia S. Dohm Assistant Secretary

Sworn to before me this 4th day of March, 2014.



{ Notarial  
Seal  
Affixed }

Jacqueline M. Bockler Notary Public, State of Illinois