

PARCEL MAP

SUBDIVISION MS 06-0038

BEING A PORTION OF THE RANCHO SAN RAMON

CONTRA COSTA COUNTY, CALIFORNIA

DeBolt Civil Engineering
Danville, California 94526

MAY 2015

NOTARY STATEMENT

I, UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS INTERESTED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DO HEREBY JOIN IN CONSENT TO THE MAKING AND RECORDATION OF THE SAME

AREA MARKED "EMBAUD" IS DEDICATED TO EAST BAY MUNICIPAL UTILITY DISTRICT AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, OPERATING AND USING THE TRANSMISSION AND DISTRIBUTION OF WATER, A PIPE OR PIPELINES AND ALL NECESSARY UTILITIES INCLUDING UNDERGROUND TELEMETRY AND ELECTRICAL CABLES OR APPURTENANCES RETO, IN, UNDER, ALONG AND ACROSS SAID EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FROM SAID EASEMENT AND THE RIGHT OF EGRESS TO SAID EASEMENT IN A MANNER EASEMENT AND EVERY MUNICIPAL UTILITY DISTRICTS USE. HOWEVER, NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NO TREES MAY BE PLANTED WITHIN THE EASEMENT AND NO CHANGES MAY BE MADE TO THE EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA BY MORE THAN ONE (1) FOOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S FULL ENJOYMENT OF SAID EASEMENT

AREA MARKED "PRIVATE ACCESS AND UTILITY EASEMENT" OR "P.A. & U.E." IS NOT DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF PARCEL "B" OF DIVISION MS 06-0038 FOR, BUT NOT LIMITED TO, ACCESS, RECREATION, PARKING, UTILITIES, IMAGE, INGRESS AND EGRESS

AREA MARKED "SANITARY SEWER EASEMENT" OR "S.S.E." IS OFFERED FOR DEDICATION TO THE UTILITIES OF CONTRA COSTA COUNTY AND IS TO BE USED FOR ITS DESIGNER IN CROSS, AS A NON-EXCLUSIVE SURFACE EASEMENT AS AN EXCLUSIVE SURFACE EASEMENT WHERE SAID UTILITIES AND NON-EXCLUSIVE SURFACE EASEMENT FOR SANITARY SEWER PURPOSES INCLUDING CONSTRUCTION, ACCESS OR MAINTENANCE OF WORKS, IMPROVEMENTS, AND STRUCTURES, AND THE SPRING OF OBSTRUCTIONS AND VEGETATION. NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH CCCO'S FULL ENJOYMENT OF SAID EASEMENT

DO FURTHER RELINQUISH ALL ABUTTERS RIGHTS OF ACCESS TO LIVORNA ROAD, A COUNTY ROAD, AND THE PROPERTY LINE ADJACENT TO LIVORNA ROAD ON PARCEL "A", AS SHOWN THUS ON THE MAP ATTACHED.

MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD

OWNER: JIVORNA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

RYDER HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION, ITS MANAGER

BY: *N. Jay Ryder*
PRESIDENT

KNOWLEDGEMENT

NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE AUTHORITY OF THE INDIVIDUAL SIGNING THIS DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS

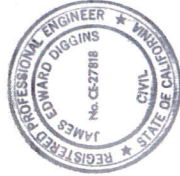
I, 11/16/15 BEFORE ME, Jennifer Blockmon, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED N. Jay Ryder, WHO PROVED TO ME ON THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE ~~IS~~ IS SUBSCRIBED TO THE ABOVE STATEMENT AUTHORIZED CAPACITY(IES), AND THAT BY HIS SIGNATURE HE EXECUTED THE SAME ABOVE INTENTED THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) IS(ARE) SO DESIGNATED.

IF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE ABOVE STATEMENT AND ACKNOWLEDGED TO ME THAT HE(S) IS(ARE) EXECUTING THE SAME ABOVE INTENTED THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) IS(ARE) SO DESIGNATED.

IF GOING UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

NESS MY HAND

SIGNATURE OF NOTARY: *Jennifer Blockmon*
PRINT NAME OF NOTARY: Jennifer Blockmon
MY COMMISSION NUMBER: 280649
MY COMMISSION EXPIRES: 3-3-17
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Contra Costa



JAMES E. DIGGINS, RCE 27818
EXPIRATION DATE: MARCH 31, 2016

COUNTY SURVEYORS 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.

DATE: _____
JAMES A. STEIN, P.L.S. 6571
COUNTY SURVEYOR

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS

I, DAVID TWA, 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 PARCEL MAP ENTITLED "SUBDIVISION MS 06-0038" WAS PRESENTED TO SAID BOARD OF SUPERVISORS AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID PARCEL MAP, BUT DID REJECT ON BEHALF OF THE PUBLIC ALL OF THE STREETS, ROADS, AVENUES, OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE

I FURTHER CERTIFY THAT ALL TAX LIENS HAVE BEEN SATISFIED AND THAT ALL BONDS AS REQUIRED BY LAW IN CONNECTION WITH 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 _____, 20, _____.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS AND
COUNTY ADMINISTRATOR OF THE COUNTY OF
CONTRA COSTA, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20, _____ AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

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

BY: _____
DEPUTY COUNTY RECORDER

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MARK SCOTT IN SEPTEMBER 2007. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY CHARACTER SHOWN ON THE PARCEL MAP ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-PLACED

I FURTHER STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT MONUMENTS OF THE CHARACTER SHOWN ON THE PARCEL MAP ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RE-PLACED

PARCEL MAP

SUBDIVISION MS 06-0038

BEING A PORTION OF THE RANCHO SAN RAMON

CONTRA COSTA COUNTY, CALIFORNIA

DeBolt Civil Engineering
Danville, California 94526

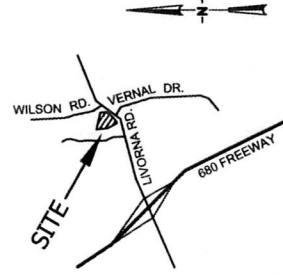
MAY 2015 SCALE: 1 in. = 30 ft.

LEGEND

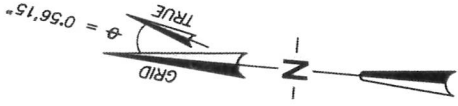
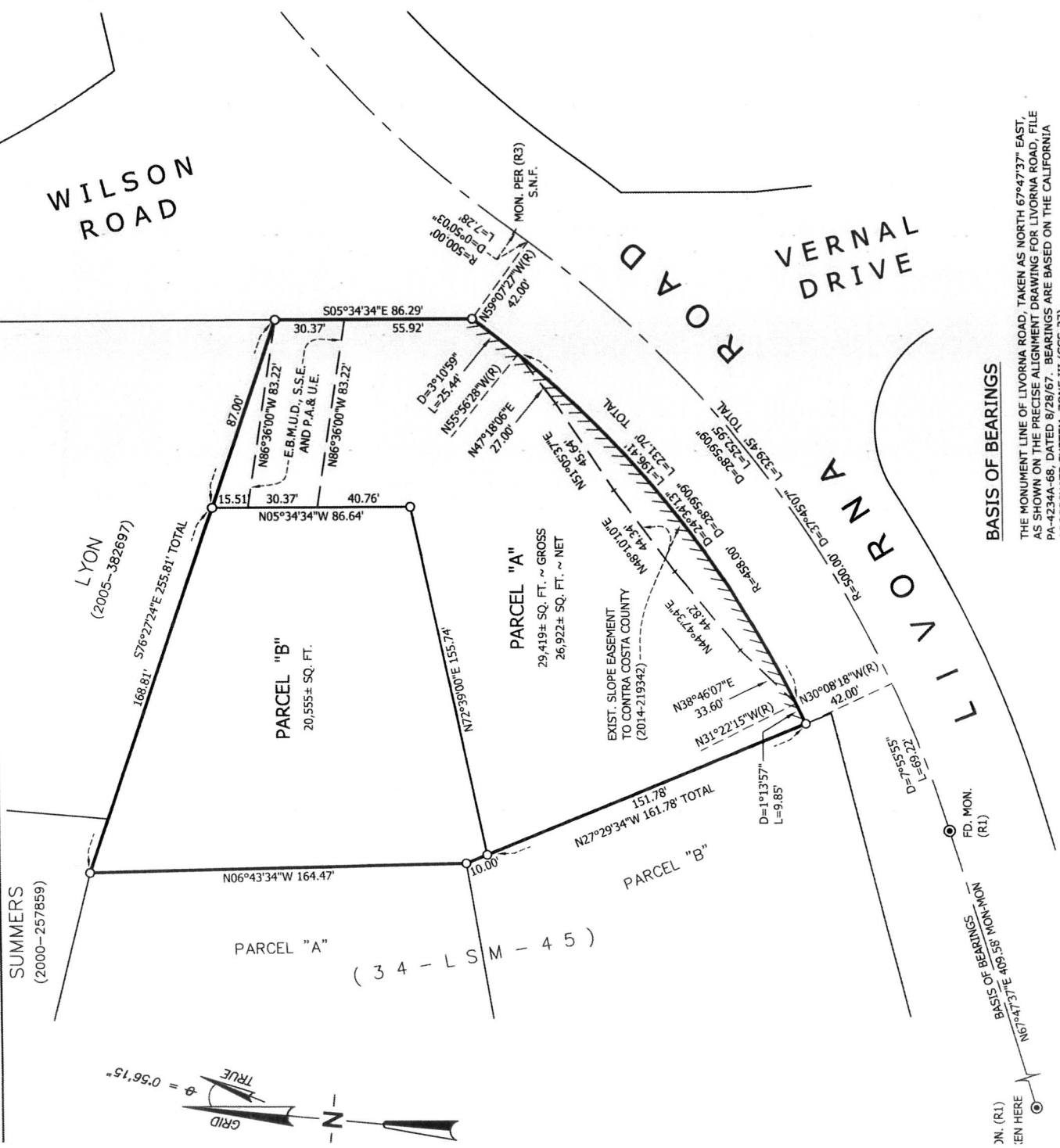
- FOUND STANDARD STREET MONUMENT
- SET 1/2" REBAR & CAP -- RCE 27818
- E.B.M.U.D. EAST BAY MUNICIPAL UTILITY DISTRICT EASEMENT
- P.A. & U.E. PRIVATE ACCESS & UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- S.N.F. SEARCHED FOR, NOT FOUND
- ////// ABUTTER'S RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED

REFERENCES

- (R1) COUNTY PRECISE ALIGNMENT DRAWING FOR LIVORNANA ROAD (PA-4234A-68)
- (R2) RECORD OF SURVEY ~ MS 90-65 (34-LSM-45)
- (R3) PARCEL MAP ~ MS 59-83 (154-PM-18)
- (R4) GRANT DEED TO SCOTT (2006-242142)



VICINITY MAP
N.T.S.



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: 1/6/2016

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>
06-0038	ALAMO	66009
Parcel #:	187-180-018-9	

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 2015-2016 tax lien has been paid in full. Our estimate of the 2016-2017 tax lien, which became a lien on the first day of January, 2016 is **\$15,270.00**

and our estimate of the 2015-2016 Supplemental Tax is : **\$5,780.00**

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: 

COUNTY OF CONTRA COSTA
ELECTRONIC DEPOSIT PERMIT
OFFICE OF COUNTY AUDITOR-CONTROLLER
MARTINEZ, CALIFORNIA

DEPARTMENT NAME
TREASURER-TAX COLLECTOR

FISCAL YEAR
2015 - 2016

ORGANIZATION NUMBER **15**

DESCRIPTION OF DEPOSIT	FUND/ORG NO.	SUB ACCT	TASK	OPT	ACTIVITY	AMOUNT	FUND TOTAL
SUBDIVISION GUARANTEE tax collector special - subdivision guarantee	831400	0803				\$21,050.00	\$21,050.00

TOTAL DEPOSIT: **\$21,050.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: TTC **ACCOUNT DEPOSITED:** Wells Fargo Bank - Tax Collector

CASH: \$0.00 **CHECKS:** \$21,050.00 **DIRECT DEPOSIT:** \$0.00

Bank Receipt: Date: **NOTES:** SUB DIV. TRACT 06-0038

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A
TRUE AND CORRECT RECORD OF THE TOTAL
AMOUNT OF MONEY AS DESCRIBED ABOVE
FOR DEPOSIT INTO THE COUNTY TREASURY

THE A-C OF CCC, HEREBY CERTIFIES
THAT THE AMOUNT DUE THE TREASURER
OF SAID COUNTY FOR MONIES COLLECTED
BY **TREASURER-TAX COLLECTOR**
-WELLS FARGO BANK - TAX COLLECTOR
IN SETTLEMENT OF THE ABOVE DESCRIBED
ACCOUNTS IS THE SUM OF **\$21,050.00**

RECEIPT OF ABOVE AMOUNT
IS HEREBY ACKNOWLEDGED.

Jan 13, 2016 10:16:12AM

leodegario olazo
USER VALIDATION

USER PHONE NO.
9259572837

USER NAME
leodegario olazo

NOT PROCESSED

NOT SIGNED
AUDITOR'S VALIDATION

Jan 13, 2016 11:14:54AM

editha c. isidro
TTC VALIDATION

SUBMIT DATE
Jan 13, 2016 10:16:12AM

EDP NO TEMPORARY RECEIPT NO
DP702383 TR165115

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

Subdivision: MS 06-00038

Effective Date: _____

Subdivider: _____

Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Julia R. Bueren, Public Works Director

By: _____

SUBDIVIDER By: RL Livorna, LLC
Its: Manager
By: Ryder Homes of California, Inc.

Print Name Jay Ryder

Print Title President

RECOMMENDED FOR APPROVAL:

By: _____
Engineering Services Division

Print Name: TODD BLAETTLER

Print Title: VICE PRESIDENT

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.)

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:** \$ 1,000.00 cash, plus additional security, in the amount of \$ 39,900.00, 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: \$ 20,450.00, 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

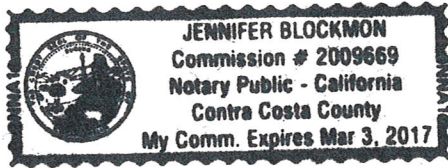
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On June 15, 2015 before me, Jennifer Blockmon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared N. Jay Ryder
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 Jennifer Blockmon
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 Is Representing: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Contra Costa }

On June 15, 2015 before me, Diane R. Stoops, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared TOOO Blaettlen
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 Diane R. Stoops
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

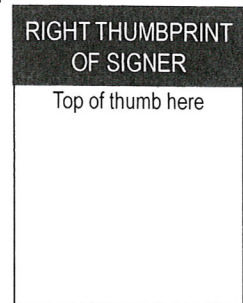
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

"Corrected Original"

Subdivision: MS 06-00038
Bond No.: 704026S
Premium: \$279.00 One Year

Any claim under this Bond should be sent
to the following address:
17771 Cowan, Suite 100
Irvine, CA 92614

Bond Effective Date: 05/15/2015

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

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision MS 06-00038 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION.** RL Livorna LLC, as Principal, and Developers Surety and Indemnity Company, a corporation organized and existing under the laws of the State of Iowa and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) Thirty Nine Thousand Nine Hundred and 00/100 Dollars (\$ 39,900.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) Twenty Thousand Four Hundred Fifty and 00/100 Dollars (\$ 20,450.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said 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 County of Contra Costa (or city assignee), 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 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 the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2.(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code 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, and 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 County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

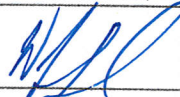
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their 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.

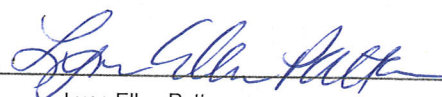
C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.

SIGNED AND SEALED on June 26, 2015

Principal: RL Livorna LLC
Address: 1425 Treat Blvd.
Walnut Creek, CA Zip: 94597

By: 
Print Name: W. JAY RYDER
Title: PRESIDENT

Surety: Developers Surety and Indemnity Company
Address: 17771 Cowan, Suite 100
Irvine, CA Zip: 92614

By: 
Print Name: Lynn Ellen Patton
Title: Attorney-in-Fact

[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.)]

Form Approved by County Counsel
[Rev. 1/06]

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 Contra Costa)

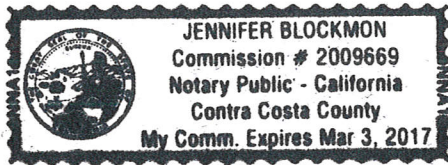
On December 1, 2015 before me, Jennifer Blockmon, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared N. Jay Ryder
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 Jennifer Blockmon
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 Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

California All Purpose Acknowledgment

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

State of California

County of Sacramento

On June 26, 2015, before me, Rosalie A. Miszkief, Notary Public
Date Name & Title of Officer/Notary

personally appeared Lynn Ellen Patton
Names(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.



Notary Public



OPTIONAL

(The information below is not required by law)

Description of Attached Document

Title/type of Document _____

Date of Document _____ No. of Pages _____

Other Signer(s) _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Lynn Ellen Patton, Nicki Moon, David Weise, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this **26th** day of **June**, **2015**.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary