

**SUBDIVISION 9297
GALE RANCH**

BEING A SUBDIVISION OF PARCEL B
AS SHOWN ON SUBDIVISION 9341
FILED IN BOOK 5246 OF MAPS AT PAGE 46
CONTRA COSTA COUNTY RECORDS

CONTRA COSTA COUNTY

CALIFORNIA

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

JULY 2015

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE SUBDIVISION BOUNDARY ON THIS MAP, ENTITLED "SUBDIVISION 9297, GALE RANCH, CONTRA COSTA COUNTY, CALIFORNIA", DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME; AND DO HEREBY DECLARE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES; THOSE PORTIONS OF SAID LANDS DESIGNATED ON THIS MAP AS: GOLDFIELD PLACE AND SILVERCROWN WAY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES INCLUDING POLES, WIRES, CONDUITS, STORM DRAINS, FLOOD AND SURFACE WATER DRAINAGE, WATER LINES, GAS LINES, ELECTRIC, TELEPHONE AND CABLE TELEVISION UTILITIES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; THE AREAS DESIGNATED AS "MAINTENANCE ACCESS EASEMENT" OR "MAE" ARE FOR DEDICATION TO THE COUNTY OF CONTRA COSTA OR ITS DESIGNEE OR SUCCESSOR FOR MAINTENANCE ACCESS PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; THE AREAS DESIGNATED AS "SIGHT DISTANCE EASEMENT" OR "SE" ARE FOR DEDICATION TO THE COUNTY OF CONTRA COSTA OR ITS DESIGNEE OR SUCCESSOR AS A NON-EXCLUSIVE SURFACE EASEMENT FOR SIGHT DISTANCE PURPOSES INCLUDING THE CLEARING OF OBSTRUCTIONS AND VEGETATION FOR THE PURPOSE OF MAINTAINING THE AREA SUCH THAT NO STRUCTURES OR VEGETATION ARE HIGHER THAN 2 FEET ABOVE THE TOP OF CURB.

THE REAL PROPERTY DESIGNATED AS "DRIVEWAY RECIPROCAL ACCESS, DRAINAGE AND UTILITY EASEMENT" OR "DRA" ARE FOR THE PURPOSES OF INGRESS AND EGRESS TO ADJOINING LOTS (BOTH VEHICULAR AND PEDESTRIAN), MAINTENANCE OF PRIVATE STORM DRAINAGE, PRIVATE SANITARY SEWER AND WATER SERVICES, MAINTENANCE OF SAID AREAS WILL BE AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WHICH WILL ENCUMBER THIS SUBDIVISION. SAID AREAS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC.

THE UNDERSIGNED HEREBY RELINQUISH TO THE PUBLIC FOREVER ALL ABUTTERS RIGHTS OF ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES SHOWN THUSLY: |||||.

THE MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

SHAPELL INDUSTRIES, INC., A DELAWARE CORPORATION

DATE: 8/11/15 BY: Richard N. Nelson TITLE: Division President

BY: Robert D. Moore TITLE: President

OWNER'S ACKNOWLEDGEMENT

I, A NOTARY PUBLIC, AS I AM HEREIN, AM QUALIFIED TO ADMINISTER THE OATHS AND AFFIRMATIONS OF THE PUBLIC OFFICERS AND TO SIGN THE DOCUMENTS TO WHICH THE CERTIFICATE IS ATTACHED, AND NOT BE DEBARRED FROM EXERCISING THE FUNCTIONS, ACCORDS, OR DUTIES OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Alameda)

ON August 14, 2015 2015, BEFORE ME April Crawford (Notary Public) A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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 FOREGOING STATEMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY THE SIGNATURE(S) ON THE STATEMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE STATEMENT.

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,

SIGNATURE: April Crawford

PRINT NAME: April Crawford

MY COMMISSION NUMBER: 2014 300

MY COMMISSION EXPIRES: May 12, 2017

PRINCIPAL COUNTY OF BUSINESS: Alameda

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2015, AT _____ M.
IN BOOK _____ OF MAPS AT PAGES _____ AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY.

DOCUMENT NO. _____

JOSEPH E. CANGIAMILLA
COUNTY RECORDER

BY: DEPUTY COUNTY RECORDER

**SUBDIVISION 9297
GALE RANCH**

BEING A SUBDIVISION OF PARCEL B
AS SHOWN ON SUBDIVISION 9841
FILED IN BOOK 574 OF MAPS AT PAGE 46
CONTRA COSTA COUNTY RECORDS

CONTRA COSTA COUNTY
CALIFORNIA

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

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 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 CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET IN THE POSITIONS INDICATED BEFORE DECEMBER 2017. THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Piero P. Ruggeri
PIERO P. RUGGERI, R.C.E. No. 25281
DATE: 7/7/15



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: 7/30/15 2015.

BUILDING INSPECTION STATEMENT

A GEOTECHNICAL INVESTIGATION REPORT, PREPARED BY ENGeo INCORPORATED, DATED JUNE 18, 2004, 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 GRAPPO
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
BUILDING INSPECTION DIVISION

BY: *Jason Grappo* DATE: 8/11/15 2015.

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 MAP ENTITLED "SUBDIVISION 9297, 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 HEREINTO SET MY HAND THIS _____ DAY OF _____, 2015.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR

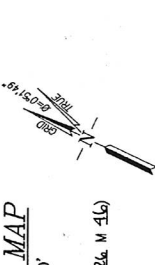
BY: _____
DEPUTY CLERK

BOUNDARY MAP

SCALE: 1" = 60'

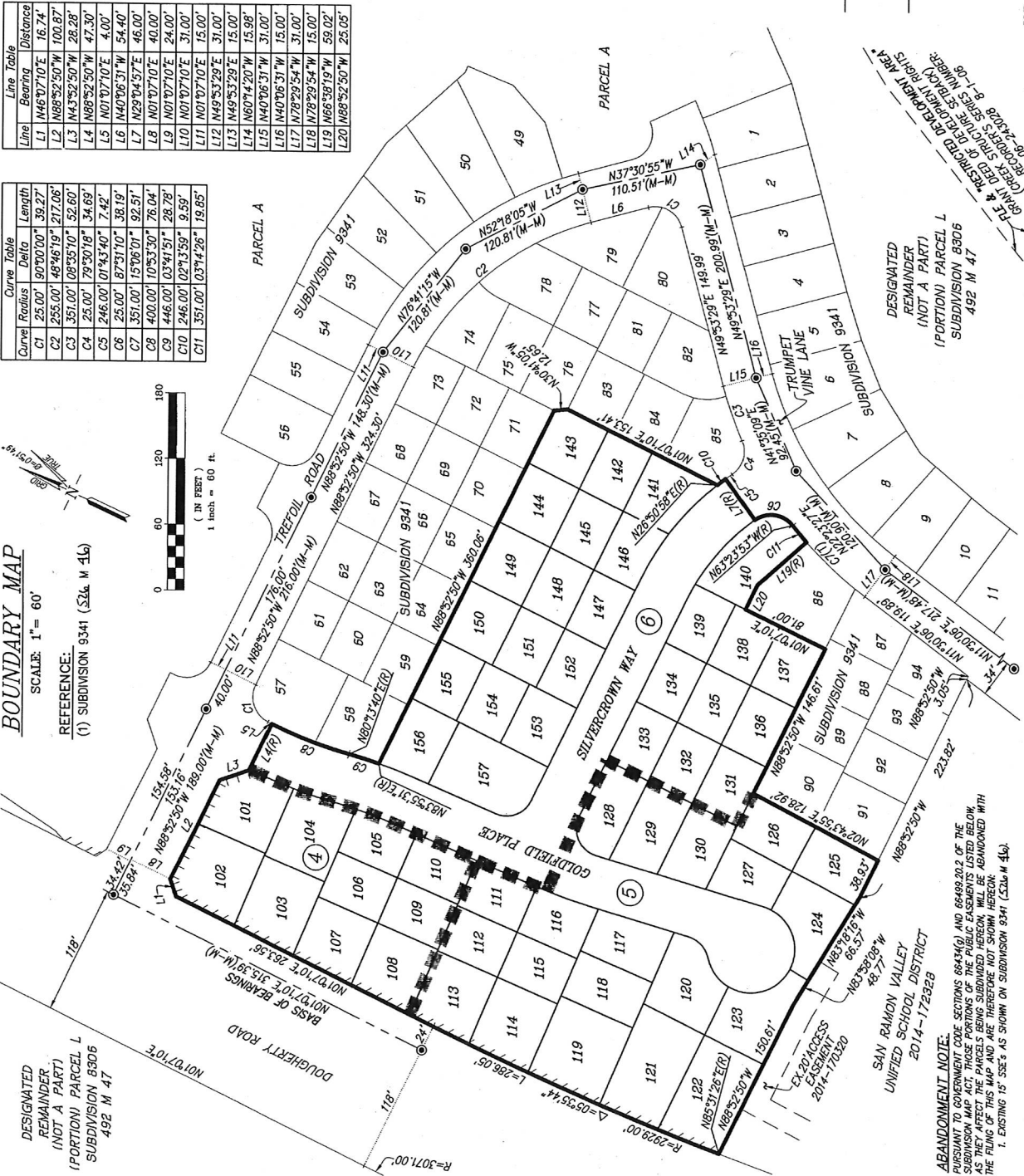
REFERENCE:

- (1) SUBDIVISION 9341 (52& M 4b)



Line	Bearing	Distance
L1	N46°07'10"E	16.74'
L2	N68°52'50"W	20.87'
L3	N43°52'50"W	28.28'
L4	N68°52'50"W	47.30'
L5	N07°07'10"E	4.00'
L6	N40°06'31"W	54.40'
L7	N29°04'57"E	46.00'
L8	N07°07'10"E	40.00'
L9	N07°07'10"E	24.00'
L10	N07°07'10"E	31.00'
L11	N07°07'10"E	15.00'
L12	N49°53'29"E	31.00'
L13	N49°53'29"E	15.00'
L14	N60°04'20"W	15.98'
L15	N40°06'31"W	31.00'
L16	N40°06'31"W	15.00'
L17	N78°29'54"W	31.00'
L18	N78°29'54"W	15.00'
L19	N66°52'19"W	59.02'
L20	N68°52'50"W	23.05'

Curve	Radius	Delta	Length
C1	25.00'	90°00'00"	39.27'
C2	255.00'	48°46'19"	217.06'
C3	351.00'	08°35'10"	52.60'
C4	25.00'	29°30'18"	34.69'
C5	246.00'	07°43'40"	7.42'
C6	25.00'	87°31'70"	38.19'
C7	351.00'	15°06'01"	92.51'
C8	402.00'	10°53'30"	76.04'
C9	446.00'	03°41'51"	28.78'
C10	246.00'	02°13'59"	9.59'
C11	351.00'	103°14'28"	19.85'



BASIS OF BEARINGS
THE LINE BETWEEN TWO FOUND MONUMENTS ON DOUGHERTY ROAD AS SHOWN ON SUBDIVISION 9341 (52& M 4b), OFFICIAL RECORDS OF CONTRA COSTA COUNTY, TAKEN AS N07°07'10"E, CALIFORNIA COORDINATE SYSTEM ZONE III, (CGCS27) 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.

LEGEND:
 - - - - - SUBDIVISION MAP BOUNDARY
 - - - - - LOT LINE
 - - - - - EXISTING EASEMENT AS NOTED
 - - - - - NEW EASEMENT AS NOTED
 - - - - - MONUMENT LINE
 - - - - - EXISTING LOT LINE
 ○ FOUND STANDARD COUNTY MONUMENT
 ○ PER SUBDIVISION 9341, RCE 25281
 ○ SET STANDARD COUNTY MONUMENT, STAMPED 25281
 ○ MAINTENANCE ACCESS EASEMENT
 ○ PUBLIC UTILITY EASEMENT
 ○ DRIVEWAY RECIPROCAL ACCESS, DRAINAGE AND UTILITY EASEMENT
 ○ SIGHT DISTANCE EASEMENT
 ○ FLE FLOWAGE EASEMENT
 ○ MONUMENT TO MONUMENT
 ○ EXISTING
 ○ RADIAL BEARING
 ○ RECORD REFERENCES
 ○ TOTAL
 ○ ABUTTERS RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED
 ○ EXISTING ABUTTERS RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED PER (1)
 ○ SHEET COVERAGE
 ○ SHEET NUMBER

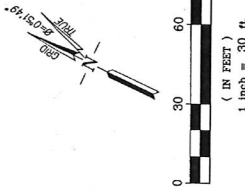
SUBDIVISION 9297 GALE RANCH

BEING A SUBDIVISION OF PARCEL B AS SHOWN ON SUBDIVISION 9341, FILED IN BOOK 52& OF MAPS AT PAGE 46 CONTRA COSTA COUNTY RECORDS

CONTRA COSTA COUNTY
CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2015

ABANDONMENT NOTE:
PURSUANT TO GOVERNMENT CODE SECTIONS 66434(g) AND 66469.202 OF THE CALIFORNIA GOVERNMENT CODE, THE PUBLIC EASEMENTS LISTED BELOW AS THEY AFFECT THE PUBLIC RECORDS OF THE COUNTY OF CONTRA COSTA, CALIFORNIA, ARE HEREBY ABANDONED WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON. ABANDONMENT WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON.
1. EXISTING 15' SSE'S AS SHOWN ON SUBDIVISION 9341 (52& M 4b).

DESIGNATED REMAINDER (NOT A PART) (PORTION) PARCEL L SUBDIVISION 9306 492 M 47
TRUMPET VINE LANE 5
SUBDIVISION 9341
DESIGNATED REMAINDER (NOT A PART) (PORTION) PARCEL L SUBDIVISION 9306 492 M 47
TRUMPET VINE LANE 5
SUBDIVISION 9341



REFERENCE:
 (1) SUBDIVISION 9341 (526 M 46)

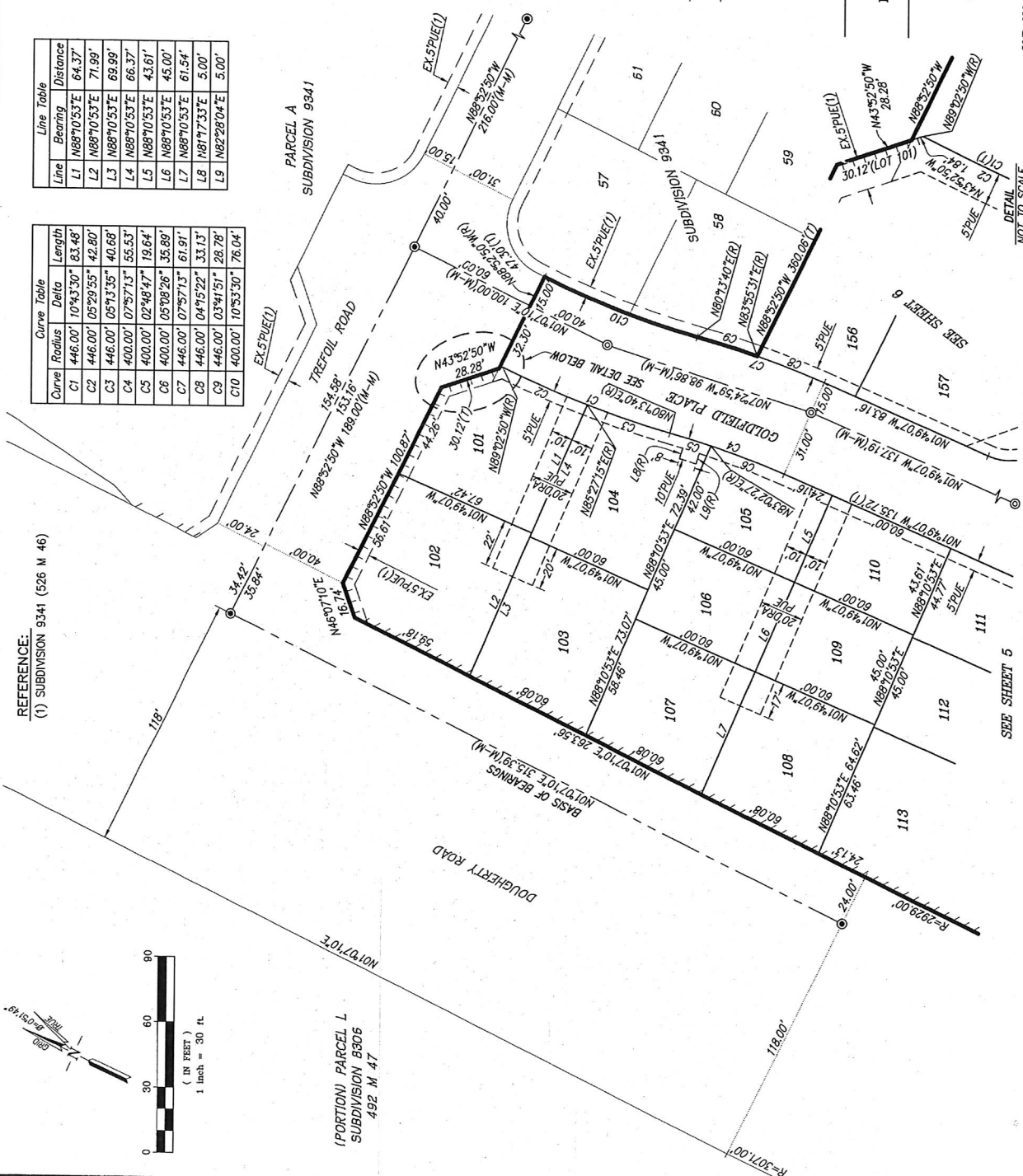
Line	Bearing	Distance
L1	N88°10'53"E	64.37'
L2	N88°10'53"E	71.99'
L3	N88°10'53"E	69.99'
L4	N88°10'53"E	66.37'
L5	N88°10'53"E	43.61'
L6	N88°10'53"E	45.00'
L7	N88°10'53"E	61.54'
L8	N81°17'33"E	5.00'
L9	N82°28'04"E	5.00'

Curve	Radius	Delta	Length
C1	446.00'	10°43'30"	83.48'
C2	446.00'	05°29'55"	42.80'
C3	446.00'	05°13'35"	40.66'
C4	400.00'	07°57'13"	55.53'
C5	400.00'	02°48'47"	19.64'
C6	400.00'	05°08'26"	35.89'
C7	446.00'	07°57'13"	61.91'
C8	446.00'	04°15'22"	33.13'
C9	446.00'	03°41'51"	28.78'
C10	400.00'	10°53'30"	78.04'

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.

BASIS OF BEARINGS:
 THE LINE BETWEEN TWO FOUND MONUMENTS ON DOUGHERTY ROAD AS SHOWN ON SUBDIVISION 9341 (526 M 46), OFFICIAL RECORDS OF CONTRA COSTA COUNTY, TAKEN AS N01°07'10"E, CALIFORNIA COORDINATE SYSTEM ZONE III, (CCS27) IS THE BASIS OF BEARINGS FOR THIS MAP. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. MULTIPLY BY 0.99999294 TO OBTAIN GRID DISTANCES.

(PORTION) PARCEL L
 SUBDIVISION B306
 492 M 47



LEGEND

- SUBDIVISION MAP BOUNDARY
- LOT LINE
- - - EXISTING EASEMENT AS NOTED
- - - NEW EASEMENT AS NOTED
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING LOT LINE
- FOUND STANDARD COUNTY MONUMENT PER SUBDIVISION 9341, RCE 25281
- SET STANDARD COUNTY MONUMENT, STAMPED 25281
- MAE MAINTENANCE ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- DRA DRIVEWAY RECIPROCAL ACCESS, DRAINAGE AND UTILITY EASEMENT
- SE SIGHT DISTANCE EASEMENT
- FLE FLOWAGE EASEMENT
- (M-M) MONUMENT TO MONUMENT
- EX EXISTING
- (R) RADIAL BEARING
- (T) TOTAL
- (1) RECORD REFERENCES
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED
- EXISTING ABUTTERS RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED PER (1)

**SUBDIVISION 9297
 GALE RANCH**

BEING A SUBDIVISION OF PARCEL B AS SHOWN ON SUBDIVISION 9341 FILED IN BOOK 526 OF MAPS AT PAGE 46 CONTRA COSTA COUNTY RECORDS

CONTRA COSTA COUNTY
 CALIFORNIA
 RUGGERI-JENSEN-AZAR
 CIVIL ENGINEERS, PLANNERS, SURVEYORS
 PLEASANTON, CALIFORNIA
 JULY 2015
 SCALE: 1" = 30'

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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.

BASIS OF BEARINGS
 THE LINE BETWEEN TWO FOUND MONUMENTS ON DOUGHERTY ROAD AS SHOWN ON SUBDIVISION 9341 (526 M 46), OFFICIAL RECORDS OF CONTRA COSTA COUNTY, TAKEN AS N01°07'10"E, 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.

- LEGEND
- SUBDIVISION MAP BOUNDARY
 - LOT LINE
 - - - EXISTING EASEMENT AS NOTED
 - - - NEW EASEMENT AS NOTED
 - - - MONUMENT TIE LINE
 - EXISTING LOT LINE
 - FOUND STANDARD COUNTY MONUMENT PER SUBDIVISION 9341, RCE 25281
 - ◎ SET STANDARD COUNTY MONUMENT, STAMPED 25281
 - MAE MAINTENANCE ACCESS EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - DRA DRIVEWAY RECIPROCAL ACCESS, DRAINAGE AND UTILITY EASEMENT
 - SE SIGHT DISTANCE EASEMENT
 - FILE FLOWAGE EASEMENT
 - (M-W) MONUMENT TO MONUMENT EXISTING
 - (R) RADIAL BEARING
 - (T) TOTAL
 - (1) RECORD REFERENCES
 - ABUTTERS RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED
 - EXISTING ABUTTERS RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED PER (1)

SUBDIVISION 9297 GALE RANCH

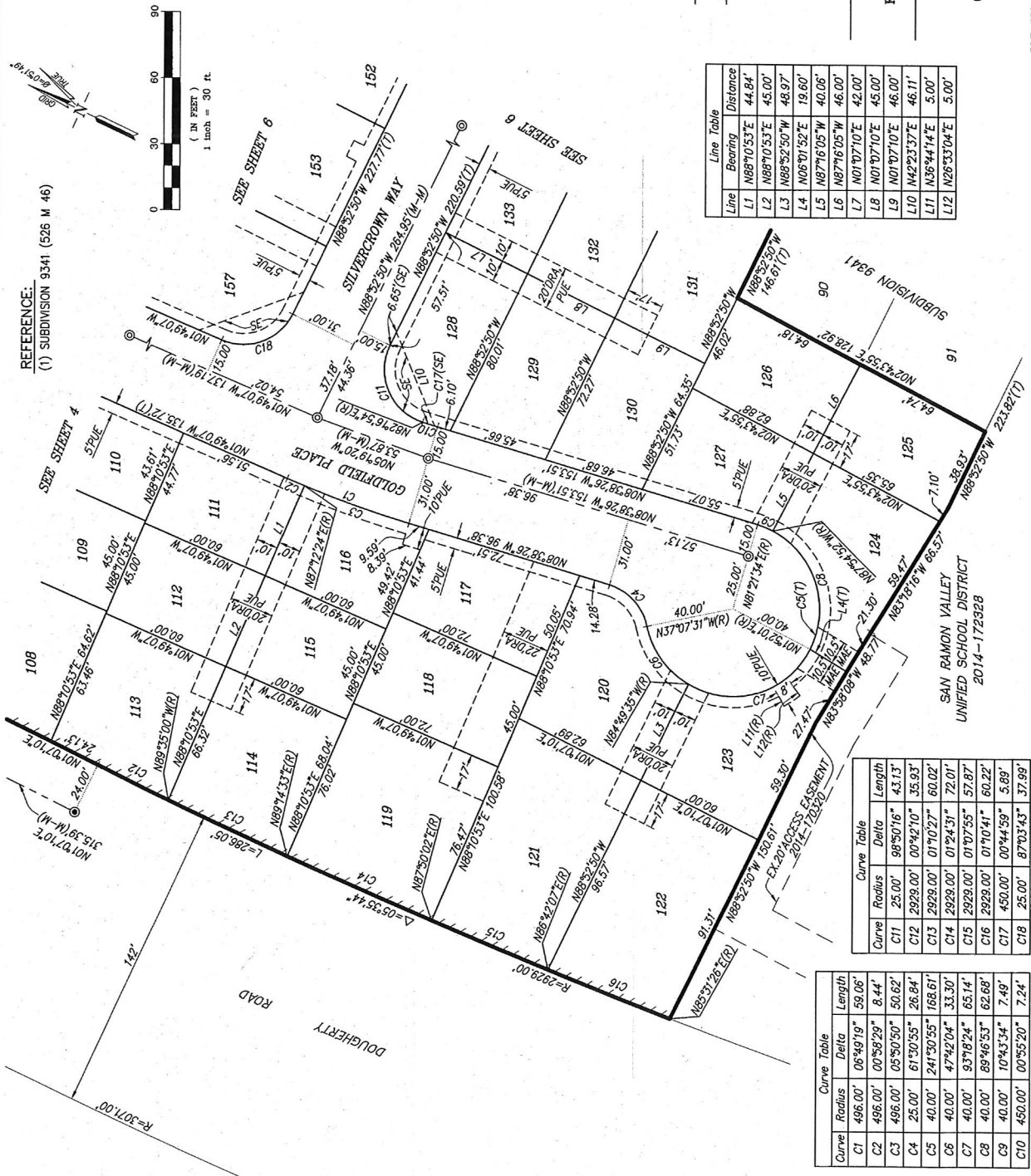
BEING A SUBDIVISION OF PARCEL B AS SHOWN ON SUBDIVISION 9341 FILED IN BOOK 526 OF MAPS AT PAGE 46 CONTRA COSTA COUNTY RECORDS

CONTRA COSTA COUNTY
CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2015

SCALE: 1" = 30'

JOB NO. 135007

SHEET 5 OF 6 SHEETS



REFERENCE:
 (1) SUBDIVISION 9341 (526 M 46)

Line	Bearing	Distance
L1	N88°10'53"E	44.84'
L2	N88°10'53"E	45.00'
L3	N88°52'50"W	48.97'
L4	N05°07'52"E	19.60'
L5	N87°16'05"W	40.06'
L6	N87°16'05"W	46.00'
L7	N01°07'10"E	42.00'
L8	N01°07'10"E	45.00'
L9	N01°07'10"E	46.00'
L10	N42°21'37"E	46.11'
L11	N36°44'14"E	5.00'
L12	N26°33'04"E	5.00'

Curve	Radius	Delta	Length
C1	496.00'	00°59'19"	59.06'
C2	496.00'	00°58'29"	8.44'
C3	496.00'	05°50'50"	50.62'
C4	25.00'	61°30'55"	26.84'
C5	40.00'	241°30'55"	168.61'
C6	40.00'	47°42'04"	33.30'
C7	40.00'	93°18'24"	65.14'
C8	40.00'	89°46'53"	62.68'
C9	40.00'	10°43'34"	7.49'
C10	450.00'	00°55'20"	7.24'

Curve	Radius	Delta	Length
C11	25.00'	98°50'16"	43.13'
C12	2929.00'	00°42'10"	35.93'
C13	2929.00'	01°10'27"	60.02'
C14	2929.00'	01°24'31"	72.01'
C15	2929.00'	01°07'55"	57.87'
C16	2929.00'	01°10'41"	60.22'
C17	450.00'	00°44'59"	5.89'
C18	25.00'	87°03'43"	37.99'

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.

BASIS OF BEARINGS

THE LINE BETWEEN TWO FOUND MONUMENTS ON DOUGHERTY ROAD AS SHOWN ON SUBDIVISION 9341 (526 M 46), OFFICIAL RECORDS OF CONTRA COSTA COUNTY, TAKEN AS N07°07'10"E, 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.

LEGEND

- SUBDIVISION MAP BOUNDARY
- LOT LINE
- - - EXISTING EASEMENT AS NOTED
- - - NEW EASEMENT AS NOTED
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING LOT LINE

- FOUND STANDARD COUNTY MONUMENT PER SUBDIVISION 9341, RCE 25281
 - ◎ SET STANDARD COUNTY MONUMENT, STAMPED 25281
 - MAE MAINTENANCE ACCESS EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - DRA DRIVEWAY RECIPROCAL ACCESS, DRAINAGE AND UTILITY EASEMENT
 - SE SIGHT DISTANCE EASEMENT
 - FILE FLOWAGE EASEMENT
 - (M-M) MONUMENT TO MONUMENT EXISTING
 - (R) RADIAL BEARING
 - (T) TOTAL
 - (1) RECORD REFERENCES
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED
- EXISTING ABUTTERS RIGHTS OF ACCESS RELINQUISHED AND PRIVATE ACCESS PROHIBITED PER (1)

**SUBDIVISION 9297
GALE RANCH**

BEING A SUBDIVISION OF PARCEL B AS SHOWN ON SUBDIVISION 9341 FILED IN BOOK 526 OF MAPS AT PAGE 46 CONTRA COSTA COUNTY RECORDS

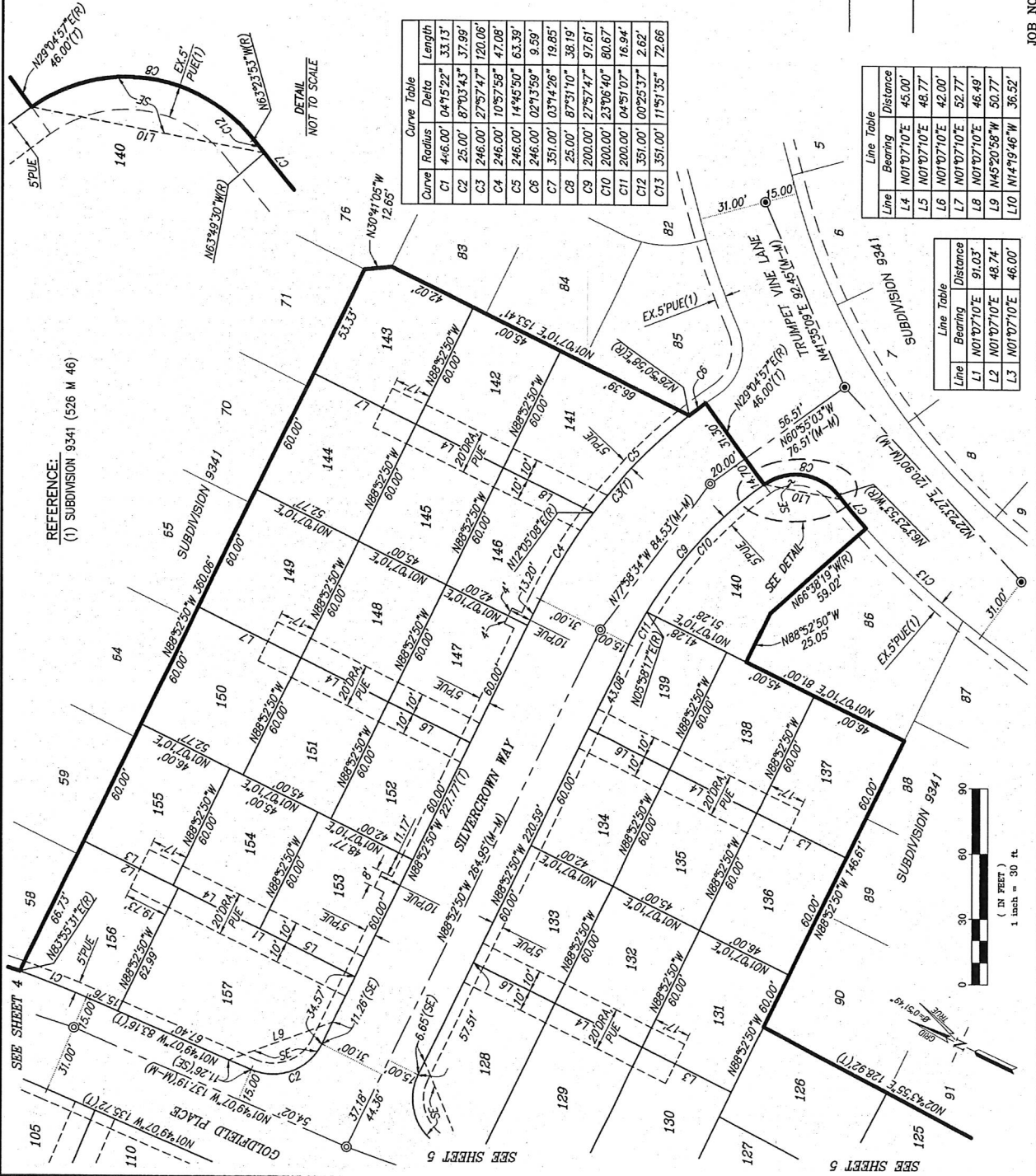
CONTRA COSTA COUNTY
CALIFORNIA

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

SCALE: 1" = 30'

JOB NO. 135007

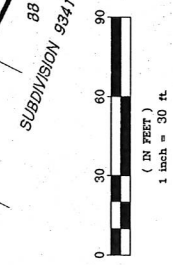
SHEET 6 OF 6 SHEETS



Curve	Radius	Delta	Length
C1	4+6.00'	04°15'22"	33.13'
C2	25.00'	87°03'43"	37.99'
C3	246.00'	27°57'47"	120.08'
C4	246.00'	10°57'58"	47.08'
C5	246.00'	14°45'50"	63.39'
C6	246.00'	02°13'59"	9.59'
C7	351.00'	03°14'28"	19.85'
C8	25.00'	87°53'10"	38.19'
C9	200.00'	27°57'47"	97.61'
C10	200.00'	23°06'40"	80.67'
C11	200.00'	04°51'07"	16.94'
C12	351.00'	00°25'37"	2.62'
C13	351.00'	11°51'35"	72.66'

Line	Bearing	Distance
L4	N07°07'10"E	45.00'
L5	N07°07'10"E	48.77'
L6	N07°07'10"E	42.00'
L7	N07°07'10"E	52.77'
L8	N07°07'10"E	46.49'
L9	N45°29'58"W	50.77'
L10	N14°19'46"W	36.52'

Line	Bearing	Distance
L1	N07°07'10"E	91.03'
L2	N07°07'10"E	48.74'
L3	N07°07'10"E	46.00'



REFERENCE:
(1) SUBDIVISION 9341 (526 M 46)

SEE SHEET 4

SEE SHEET 5

SEE SHEET 5

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

Subdivision: Shapell Industries Inc.
Subdivider: SD 9297

Effective Date: _____
Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Julia R. Bueren, Public Works Director

By: _____

SUBDIVIDER

Shapell Industries Inc.

Print Name: Richard M. Nelson

Print Title: Division President

RECOMMENDED FOR APPROVAL:

By: _____
Engineering Services Division

Print Name: Robert P. Moore

Print Title: Division 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:** \$ 17,000 cash, plus additional security, in the amount of \$ 1,670,000, 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: \$ 843,500, 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 January 6th, 2016 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.

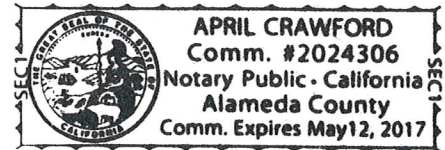
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

April Crawford

(Seal)



Subdivision: 9297
Bond No.: 1013945
Premium: \$15,030.00
Any claim under this Bond should be sent
to the following address:
8259 S. Monarch Road
San Ramon, CA 94583
925-362-3019

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 9297 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.** Shapell Industries Inc., a Delaware Corporation, as Principal, and The Hanover Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire 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) One Million Six Hundred Seventy Thousand and 00/100 Dollars (\$ 1,670,000.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) Eight Hundred Forty Three Thousand Five Hundred and 00/100 Dollars (\$ 843,500.00) 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 December 28, 20 15.

Principal: Shapell Industries Inc., a Delaware Corporation

Address: 250 Gibraltar Road

Horsham, PA Zip: 19044

By: 

Print Name: Robert B. Moore

Title: Dw. President

Surety: The Hanover Insurance Company

Address: 101 West Elm Street Suite 650

Conshohocken, PA Zip: 19428

By: 

Print Name: Daniel P. Dunigan

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]

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 January 6th, 2016 before me, April Crawford, 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

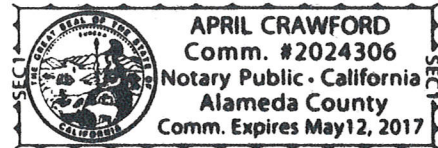
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

April Crawford

(Seal)



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.

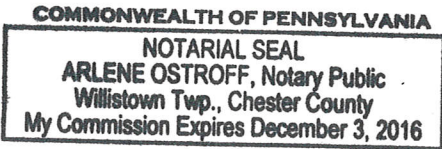
State of PENNSYLVANIA

County of CHESTER

On DECEMBER 28, 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 [Handwritten 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
[X] Attorney-in-Fact
Trustee
Other:
Signer is representing THE HANOVER INSURANCE COMPANY



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



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

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

of Paoli, PA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance


and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

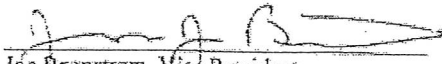
"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 9th day of July 2012.




THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



Robert Thomas, Vice President


Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 9th day of July 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018


Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

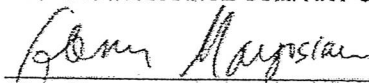
I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 28TH day of DECEMBER 20 15 .

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Glenn Margosian, Vice President

Financial Statement

The Hanover Insurance Company, Bedford, New Hampshire
Financial Statement as of December 31, 2014

ASSETS		<u>2014</u>
Cash in Banks (Including Short-Term Investments)	\$	(19,360,617)
Bonds and Stocks	\$	5,007,072,981
Other Admitted Assets	\$	1,494,378,819
Total Admitted Assets	\$	6,482,091,183
LIABILITIES, CAPITAL AND SURPLUS		
Reserve for Unearned Premiums	\$	1,432,747,391
Reserve for Loss and Loss Expense.....	\$	2,373,034,499
Reserve for Taxes	\$	0
Funds held under reinsurance treaties.....	\$	5,324,661
Reserve for all other liabilities	\$	618,569,352
Capital Stock - \$1.00 par.....	\$ 5,000,000	
Net Surplus.....	\$ 2,047,415,280	
Policyholders' Surplus.....	\$	2,052,415,280
Total Liabilities, Capital and Surplus.....	\$	6,482,091,183

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } s.s.:

Andrew Furman, Treasurer of Massachusetts Bay Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2014.

Andrew Furman
Treasurer

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: 1/14/2016

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>
9297	SAN RAMON	66405
Parcel #:	222-270-046-6	

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 **\$2,057,885.00**

and our estimate of the 2015-2016 Supplemental Tax is : **\$0.00**

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

BOND # SU1133215

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

TITLE COMPANY

**First American Title Company
1355 Willow Way, #100
Concord, CA 94520
Attention: Tavia Allen-Lovett
Phone: (925) 356-7047**

Order Number: 4810571

SURETY

**Name: Arch Insurance Company
Address: 3 Parkway Suite 1500
Philadelphia, PA 19102
Phone #: 215-606-1650**

Tax Year 2016/2017

BOND AGAINST TAXES

KNOW ALL MEN BY THESE PRESENTS:

THAT, Shapell Industries, Inc., a Delaware Corporation, as principal and (Surety) Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, 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 Two Million Fifty-Seven Thousand Eight Hundred Eighty-Eight and 00/100 Dollars (\$2,057,885.00), 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 15 TH day of JANUARY, 2016.

The conditions of the above obligation is such that WHEREAS, the above bounded principal is about to file a map entitled Subdivision 9297 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, Inc., a Delaware Corporation

Arch Insurance Company

By: [Signature]
Name: RICHARD M. NELSON
Title: DIVISION PRESIDENT

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

Principal

Surety

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

STATE OF California)SS
COUNTY OF Alameda)

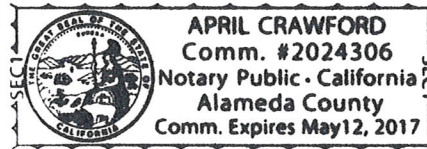
On January 19th, 2016, before me, April Crawford, Notary Public, personally appeared Richard M. Nelson

, 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]



This area for official notarial seal

DATE: Jan 20, 2016
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.

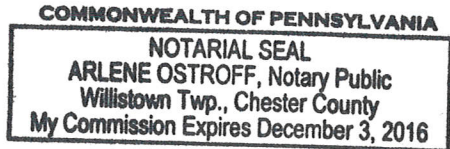
State of PENNSYLVANIA
County of CHESTER



On JANUARY 15, 2016 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.

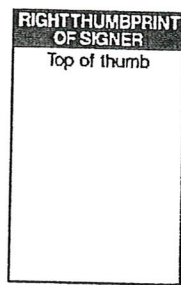
Description of Attached Document

Title or Type of Document _____

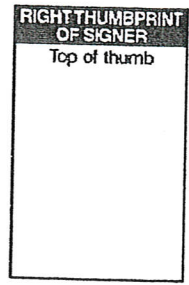
Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
ARCH INSURANCE COMPANY



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



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:

Brian C. Block, Daniel P. Dunigan, James L. Hahn, Joseph W. Kolok, Jr., Richard J. Decker and William F. Simkiss of Paoli, PA (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.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2014


Assets

Cash in Banks	\$ 127,486,649
Bonds owned	2,003,424,640
Stocks	441,536,973
Premiums in course of collection	318,366,265
Accrued interest and other assets	<u>310,044,748</u>
 Total Assets	 <u>\$ 3,200,859,275</u>

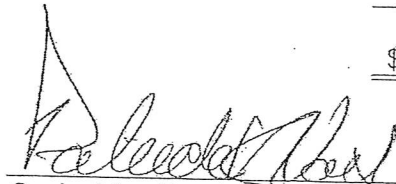
Liabilities

Reserve for losses and adjustment expenses	\$ 1,356,487,805
Reserve for unearned premiums	347,898,150
Ceded reinsurance premiums payable	168,613,930
Amounts withheld or retained by company for account of others	199,971,426
Reserve for taxes, expenses and other liabilities	<u>349,520,028</u>
 Total Liabilities	 2,422,491,339
 Surplus as regards policyholders	 <u>778,367,936</u>
 Total Surplus and Liabilities	 <u>\$ 3,200,859,275</u>

By:


Senior Vice President, Chief
Financial Officer and Treasurer

Attest:

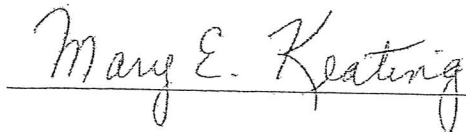

Senior Vice President,
General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and Patrick Kenneth Nails, Senior Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2014.

Subscribed and sworn to before me, this 10th day of March, 2015

Notary Public



MARY E. KEATING
NOTARY PUBLIC OF NEW JERSEY
ID # 2449626
My Commission Expires 8/23/2019