

Subdivision: RA06-1227 (x-ref SD16-9299)

Bond No.: 30081692

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

1. **RECITAL OF SUBDIVISION AGREEMENT:** The developer (principal) has executed a subdivision agreement with the County of Contra Costa to install and pay for street, drainage and other improvements in Subdivision RA06-1227 (x-ref SD16-9299), 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 there under in order to satisfy conditions for filing of a final map or parcel map for said subdivision.

2. **OBLIGATION:** Shapell Industries Inc., a Delaware Corporation as principal and Western Surety Company, a corporation organized and existing under the laws of the State of SD 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 as follows:
 - A. **Performance and Guarantee:** Two Hundred Forty Four Thousand and 00/100 Dollars (\$ 244,500.00) for Contra Costa County or any city assignee under the above County Subdivision Agreement.

 - B. **Payment:** Zero and 00/100 Dollars (\$ 0.00) 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:**
 - A. The Condition of this obligation as to Section (2.A.) above is such that if the above bonded principal, or principal's 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 it or its 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 therefore, there shall be included reasonable costs, expenses and fees, including reasonable attorney's, **engineer's, and staff** fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, all to be taxed as costs and included in any judgement 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, material men and other persons employed in the performance of the aforesaid subdivision agreement and referred to in the aforesaid Civil Code, for materials furnished, labor of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor and that said surety will pay the same in an amount not exceeding the amount herein above set forth and also, incase suit is brought upon this bond, will pay, in addition to the fact amount thereof, reasonable costs, expenses and fees, including reasonable attorney's, **engineer's, and staff** fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, all to be taxed as costs and to be included in the judgement 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 work under conditions of this bond be fully performed, **and all provisions of the agreement satisfied**, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

- C. No alteration of said subdivision agreement or any plan or specification of said work agreed to by the principal and the County of Contra Costa (or city assignee) shall relieve the surety from liability on this bond; and consent is hereby given to make such alteration without further notice to or consent by the surety; and the surety hereby waives the provisions of California 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 AUGUST 22, 2019

Shapell Industries Inc.,
a Delaware Corporation
PRINCIPAL: _____
Address: 6800 Kull Center Pkwy #320
City: Dublin Zip: 94566
By: [Signature]
Print Name: Steve Savage
Title: Vice President

SURETY: Western Surety Company
Address: 100 Matsonford Road
City: Radnor, PA Zip: 19087
By: [Signature]
Print Name: Daniel P. Dunigan
Title: Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of PENNSYLVANIA

County of CHESTER

On AUGUST 22, 2019

Date

before me, ARLENE OSTROFF

Name and Title of Notary

, Notary Public

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

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

ARLENE OSTROFF, Notary Public
Willistown Township, Chester County
My Commission Expires December 3, 2020

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 _____

Western Surety Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

☐ Individual

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Guardian or Conservator

☐ Attorney-in-Fact

☐ Trustee

☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

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

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2019.



WESTERN SURETY COMPANY

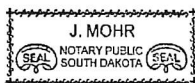
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of June, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22 ND day of AUGUST, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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 August 26, 2019 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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

(Seal)

