

City of Los Angeles  
DEPARTMENT OF PUBLIC WORKS  
Office of the City Engineer

CENTRAL

District/Division Design Office  
Council District No. 2  
Date Issued:

4429700

SURETY'S BOND NO.

Premium: \$1,475.00

CA01904855  
CAO-RISK MGMT. NO.

11/06/2019

**SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **FULLER LUXURY CONDOS LLC**

as PRINCIPAL and SureTec Insurance Company a corporation  
incorporated under the laws of the State of Texas and authorized by the  
laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are  
held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of **FIFTY NINE**  
**THOUSAND DOLLAR AND NO/100 Dollars (\$59,000.00)**, lawful money of the United States,  
for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

The CONDITION of the foregoing obligation is such that WHEREAS the PRINCIPAL has entered  
or is about to enter into the annexed agreement with the CITY, pursuant to the authority of an act  
of the Legislature of the State of California known as the "Subdivision Map Act" (Division 2,  
commencing with Section 66410, of Title 7 of the Government Code) and amendments thereto,  
and pursuant to the provisions of Article 7 of Chapter 1, and Sections 62.105 through 62.117,  
inclusive, of the Municipal Code of the CITY, as amended, for the construction and installation of  
certain public improvements in accordance with the terms and conditions stipulated in said  
agreement, and is required by the CITY to give this bond in connection with the execution of said  
agreement as a contract for approval of that certain division of land known as:

**FULLER AVE. (W/S) FROM 229.1' TO 279.1' (NO) WARING (TRACT NO. 77102-CN)**

NOW, THEREFORE, if the above bounden PRINCIPAL, his or its heirs, executors, administrators,  
or assigns, shall in all things stand to and abide by, and well and truly keep and perform the  
covenants, conditions and provisions in said annexed 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 CITY, 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.

Continuation Sheet For:

**SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND**

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 CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered therefor.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the annexed agreement, or to the work to be performed thereunder, or to the specifications accompanying the work to be performed, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said agreement, or to the work, or to the plans and specifications. The provisions of Section 2945 of the Civil Code are not a condition precedent to the Surety's obligation hereunder, and are hereby waived by the SURETY.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on October 29, 20 19.

Principal Signatories

FULLER LUXURY CONDOS LLC

S. Zenko  
SCAVEY ZENKO

SURETY: SureTec Insurance Company

By: Kevin Cathcart (Attorney-in-Fact)

Kevin Cathcart, Attorney-in-Fact

Surety's Address: 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents,** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Eric Lowey, Mark Richardson, Shawn Blume, Kevin Cathcart, Vanessa Copeland

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 6<sup>th</sup> day of April, A.D. 2018.

SURETEC INSURANCE COMPANY

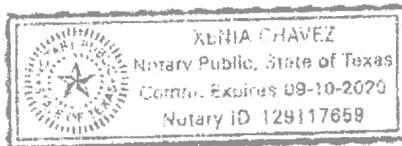
By:

John Knox Jr., CEO



State of Texas ss:  
County of Harris

On this 6<sup>th</sup> day of April, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



*Xenia Chavez*  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

I, M. Brent Beatty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 29<sup>th</sup> day of October, 2019, A.D.

*M. Brent Beatty*  
M. Brent Beatty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 6:00 pm CST.

**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 )

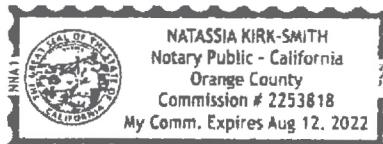
County of Orange )

On 10/29/19 before me, \_\_\_\_\_ Notary Public,

personally appeared \_\_\_\_\_ Kevin Cathcart

Name(s) of Signer(s)

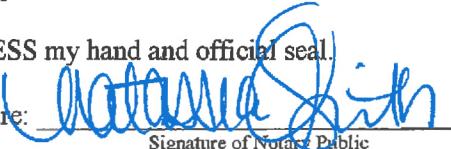
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



Place Notary Seal Above

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 of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Kevin Cathcart Individual Corporate Officer - Title(s): \_\_\_\_\_ Partner:  Limited  General Attorney in Fact Trustee Guardian or Conservator Other: \_\_\_\_\_**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: \_\_\_\_\_

## 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.

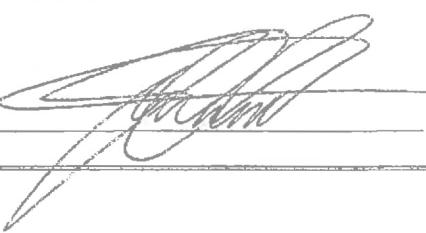
State of California  
County of Los Angeles)

On 10-30-2019 before me, Christian Meny, Notary Public  
(insert name and title of the officer)

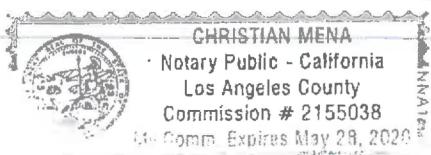
personally appeared Shivay Zenka  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)



## ASSIGNMENT OF FUNDS

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, I or we hereby sell, assign, transfer and set over to:

**Fuller Luxury Condos LLC**

**17426 Revello Dr.**

**Pacific Palisades, CA, 90272**

his, her or their successors and assigns all my or our rights, title and interest in and to the sum of **\$UNUSED FEES** payable or to become payable from the amount deposited under **BR004156** posted as a guarantee for THE PUBLIC IMPROVEMENTS REQUIRED at **823 N. Fuller Ave.** and hereby authorize and direct the City of Los Angeles to pay said money or other funds to the above or his, her or their successors and assigns.

SIGNED AND SEALED THIS 31 day of October, 20 19.

Krastu Petrov

By:



## **INSTRUCTIONS TO ASSIGNORS**

**INDIVIDUALS** - Each individual shown must sign and attach a NOTARY ACKNOWLEDGMENT.

**PARTNERSHIPS** - At least one general partner must sign and attach a NOTARY ACKNOWLEDGMENT.

**CORPORATIONS** - At least two (2) Corporate Officers or one person holding more than one office must sign and attach a NOTARY ACKNOWLEDGMENT. These requirements also apply to corporate partnerships.

**LLC (Limited Liability Company), TRUST AGREEMENTS, POWER-OF-ATTORNEY AND NON-PROFITS** - At least one managing member must sign and attach a NOTARY ACKNOWLEDGMENT. Please provide a copy of the agreements, showing that the person(s) listed are authorized to sign on behalf of the company or individual. All signatures must be notarized.

If the limited liability company includes one or more corporations, refer to **CORPORATIONS** above for details.

**JOINT VENTURES** - All persons in the Joint Venture agreement must sign and attach a NOTARY ACKNOWLEDGMENT.

**RETURN EXECUTED ORIGINAL to Valley or Central District listed below.**

**Valley District - Bond Control Section, Bureau of Engineering**  
**6262 Nus Blvd., Public Works Counter, Suite 251, Van Nuys, CA 91401, (818) 374-5090**

**Permit Case Management - Bond Control Section, Bureau of Engineering**  
**201 N. Figueroa St., Permit Case Management Counter, 2<sup>nd</sup> FL Suite 200, Los Angeles, CA 90012**

## 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 LOS ANGELES)

On 10/31/19 before me, PETER LIU, Notary Public  
(insert name and title of the officer)

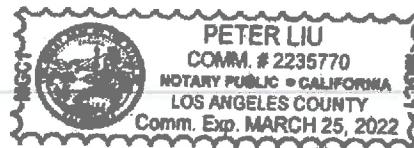
personally appeared KRASTO PETROV,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Peter

(Seal)



APPROVED FOR THE  
CITY ENGR/EE BY  
K.R.  
1000-00000000

City of Los Angeles  
DEPARTMENT OF PUBLIC WORKS  
Office of the City Engineer

4429700  
SURETY'S BOND NO.

**CENTRAL**

District/Division Design Office  
Council District No. 2  
Date Issued:

CAO190485S  
CAO-RISK MANAGEMENT NO.  
11/06/2019

**SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **FULLER LUXURY CONDOS LLC**

as PRINCIPAL and SureTec Insurance Company a corporation  
incorporated under the laws of the State of Texas and authorized by the  
laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are  
held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of **TWENTY  
NINE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$29,500.00)** . , lawful money of the  
United States, for the payment of which sum, well and truly to be made, we bind ourselves, our  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

The CONDITION of the foregoing obligation is such that WHEREAS the PRINCIPAL has entered  
or is about to enter into a contract with the CITY, pursuant to the authority of an act of the  
Legislature of the State of California known as the "Subdivision Map Act" (Division 2, commencing  
with Section 66410, of Title 7 of the Government Code) and amendments thereto, for the  
construction and installation of certain public improvements in accordance with the terms and  
conditions stipulated in said contract, and WHEREAS, pursuant to said Code, the PRINCIPAL  
must give this PAYMENT BOND as a condition to the execution of said contract, and for approval  
by the CITY of that certain division of land known as:

**FULLER AVE. (W/S) FROM 229.1' TO 279.1' (NO) WARING (TRACT NO. 77102-CN)**

NOW, THEREFORE, if said PRINCIPAL fails to pay the Contractor or his Subcontractors, or fails  
to pay persons renting equipment or furnishing labor or materials of any kind for the performance  
of said contract, or fails to pay amounts due under the Unemployment Insurance Act with respect  
to such work or labor, then said 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 CITY 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.

Continuation Sheet For:

**SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

IT IS EXPRESSLY STIPULATED AND AGREED that this bond shall insure 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 to 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.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or to plans and specifications for the work to be performed, shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. The provisions of Section 2845 of the Civil Code are not a condition precedent to the SURETY's obligation hereunder and are hereby waived by the SURETY.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on October 29, 20 19.

Principal Signatories

**FULLER LUXURY CONDOS LLC**

Principal Signatories

S. Zennun  
SLAKEY ZENNUN

\_\_\_\_\_  
\_\_\_\_\_

SURETY: SureTec Insurance Company

By: Kevin Cathcart  
Kevin Cathcart, Attorney-in-Fact

(Attorney-in-Fact)

Surety's Address: 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents,** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Eric Lowey, Mark Richardson, Shawn Blume, Kevin Cathcart, Vanessa Copeland

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 6<sup>th</sup> day of April, A.D. 2018.

SURETEC INSURANCE COMPANY

By:

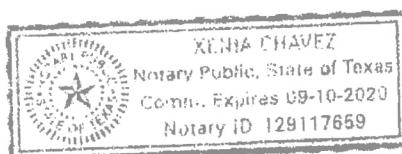
John Knox Jr., CEO

State of Texas  
County of Harris

SS:



On this 6<sup>th</sup> day of April, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



*Xenia Chavez*  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 29<sup>th</sup> day of October, 2019, A.D.

*M. Brent Beaty*  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

**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 Orange )

On 10/29/19 before me, Natassia Kirk-Smith, Notary Public,personally appeared Kevin Cathcart

Name(s) of Signer(s)

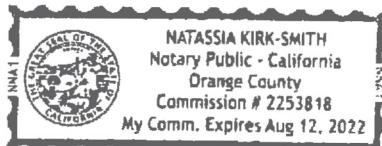
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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 present fraudulent and reattachment of this form to another document.

**Description of Attached Document**

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

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

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Kevin Cathcart Individual Corporate Officer – Title(s): \_\_\_\_\_ Partner:  Limited  General Attorney in Fact Trustee Guardian or Conservator Other: \_\_\_\_\_**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: \_\_\_\_\_

## 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 Los Angeles)

On 16-30-2019 before me, Christian Mena, Notary Public  
(insert name and title of the officer)

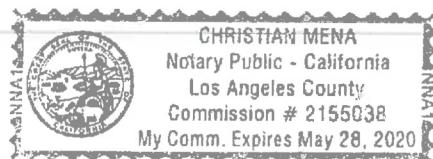
personally appeared Slawek Zelko  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)



APPROVED FOR THE  
CITY ENGINEER BY  
  
BOND CONTROL

ACCEPTED  
RISK MANAGEMENT  
CITY ADMINISTRATIVE OFFICE

City of Los Angeles  
DEPARTMENT OF PUBLIC WORKS  
**SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

THIS AGREEMENT AND CONTRACT, made and entered into, by and between the CITY OF LOS ANGELES, hereinafter designated as the CITY; and **FULLER LUXURY CONDOS LLC**

hereinafter designated as SUBDIVIDER; WITNESSETH:

ONE: For, and in consideration of the approval of the final map of that certain division of land known as:

**Fuller Ave. (W/S) from 229.1' to 279.1' (NO) Waring (Tract No. 77102-CN)**

and for acceptance of the dedication therein by the CITY, the SUBDIVIDER hereby agrees, at his own costs and expense, to construct and install all public improvements required in and adjoining and covered by the final map which are shown on plans, profiles and specifications, previously supplied to the City Engineer; and to furnish all equipment, labor and materials necessary to construct, install and complete the required improvements in a good and workmanlike manner. The estimated cost for completion of the above-mentioned work and improvement is the sum of **FIFTY NINE THOUSAND DOLLAR AND NO/100 Dollars (\$59,000.00)**.

TWO: It is agreed that the SUBDIVIDER has furnished to the City Engineer all necessary final plans, profiles and standard specifications for the required public improvements; or, that in lieu of such final plans, profiles and specifications, the City Engineer has been furnished preliminary plans that are of sufficient detail so as to be approved by the City Engineer for use in the preparation of the estimated cost of the required improvements. In consideration of the acceptance of such preliminary plans by the City Engineer, the SUBDIVIDER hereby agrees to furnish all necessary final plans, profiles and specifications in a form that will be sufficient to be processed and approved by the City Engineer not later than six (6) months from the date the final map of said subdivision of land is filed for record with the County Recorder, County of Los Angeles, State of California.

THREE: The SUBDIVIDER agrees to perform all of the above-mentioned work under permit or permits to be issued by the Board of Public Works, hereinafter designated as the BOARD. All work shall be performed in accordance with the standards and specifications of the BOARD, as amended, and to the approval of the City Engineer. The SUBDIVIDER further agrees to pay for such inspection of work and improvements as may be required by the BOARD, and the performance of the work shall be further conditioned upon due compliance with all of the provisions of Article 7 of Chapter 1, and Sections 62.105 through 62.117, inclusive, of the Los Angeles Municipal Code, as amended.

Continuation Sheet For:

## **SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

**FOUR:** In the event said work is required to be performed under Class "B" Permit as defined in Section 62.106 of the Municipal Code, the SUBDIVIDER hereby agrees to obtain said permit from the City Engineer, including payment of all necessary fees as required under the provisions of Sections 62.110 and 62.111 of said Code, prior to certification of the final map by the City Engineer.

**FIVE:** If the planting of street trees is required under the conditions of approval established by the Advisory Agency, the SUBDIVIDER shall install all required trees and shall pay all maintenance fees for each tree required to be planted by the SUBDIVIDER, in accordance with the maintenance fee schedule set forth in Section 62.176 of the Municipal Code. Said fees shall be paid to the Bureau of Engineering of the DEPARTMENT OF PUBLIC WORKS and shall be included in the permit fee deposit for the permit type determined by the Bureau of Engineering.

**SIX:** The SUBDIVIDER agrees to perform any changes or alterations required by the CITY in the construction and installation of the required improvements, provided that all such changes or alterations do not exceed ten (10) percent of the original estimated cost of such improvements; and the SUBDIVIDER further agrees; to install such devices for the abatement of erosion or flood hazard as may be required under the provisions of Section 61.02 of the Municipal Code; the costs of each of the above to be borne by the SUBDIVIDER.

**SEVEN:** The SUBDIVIDER expressly agrees to perform the above-mentioned work in a diligent and workmanlike manner so as to complete the construction and installation of all required public improvements on or before twenty-four (24) months from the date the final map is filed for record with the County Recorder, County of Los Angeles, State of California; or within any lawful extension of said term, or as otherwise provided by law. The SUBDIVIDER acknowledges that in the event any extension of term is granted, the City Engineer may impose additional conditions in accordance with Section 17.08G-3 of the Municipal Code.

**EIGHT:** The SUBDIVIDER agrees to warrant all work performed against any defective workmanship, or labor done, or defective materials furnished in the performance of the work required by this contract. The term of this warranty shall expire one year from the date of acceptance of the completed improvements by the City Engineer, all as required under Chapter 5 of Division 2 of Title 7 of the State of California Government Code, known as the "Subdivision Map Act," and as amended. The estimated amount sufficient for warranty is the sum of NONE.

**NINE:** The CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring from or to the works specified in this contract prior to the completion and acceptance of the same by the City Engineer; nor shall the CITY, nor any officer or employee thereof, be liable for any persons or property injured by reason of the nature of said work, or by reason of the acts or omissions of the SUBDIVIDER, his agents or employees, in the performance of said work; but all of said liabilities shall be assumed by the SUBDIVIDER. The SUBDIVIDER further agrees to protect, defend and hold harmless the CITY and its officers and employees from all loss, liability or claim because of, or arising out of, the acts or omissions of the SUBDIVIDER, or his agents and employees, in the performance of this contract, or arising out of the use of any patent or patented article in the construction of said work.

Continuation Sheet For:

## **SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

**TEN:** It is agreed that the SUBDIVIDER has filed or deposited with the CITY a good and sufficient IMPROVEMENT SECURITY in accordance with the provisions of Section 17.08G of the Municipal Code of the CITY, in an amount equal to or greater than the estimated cost of construction and installation of the required improvements and an amount sufficient to act as warranty for said improvements as defined in Article Eight hereof, together with reasonable attorney's fees which may be incurred by the CITY in enforcing the terms and conditions of this contract. IN ADDITION TO the Improvement Security, it is further agreed that the SUBDIVIDER has filed or deposited a good and sufficient PAYMENT SECURITY for labor and materials in an amount not less than fifty (50) percent of the amount of the Improvement Security, to secure the claims to which reference is made in Title 15, commencing with Section 3082, of Part 4 of Division 3 of the Civil Code of the State of California. If the sureties or security on either said Improvement Security or Payment Security, or both, in the opinion of the CITY become insufficient, in any respect, the SUBDIVIDER hereby agrees to furnish sufficient additional security within ten (10) days after receiving notice from the CITY that said extant securities are insufficient.

**ELEVEN:** It is further understood and agreed, that in the event it is deemed necessary to extend the time for the performance of the work contemplated to be done under this contract, such extensions of time may be granted by the City Engineer or by the BOARD, or both, either at their own option or upon request of the SUBDIVIDER, and such extensions shall in no way affect the validity of this contract, the Subdivision Cash or Negotiable Security Improvement and Warranty Performance Agreement executed in connection herewith or release the Surety on any Surety Bond or Bonds. Such extensions of time may be conditioned upon a construction schedule to be specified by the City Engineer, and/or a revision of the Improvement Security based on revised estimated improvement costs, and/or revision of the plans, profiles and specifications used for the construction and installation of the required improvements to comply with the standards and specifications of the BOARD in effect at the time such extension of time is granted.

**TWELVE:** The SUBDIVIDER further agrees to maintain the aforesaid Improvement and Payment Security in full force and effect, during the term of this contract, including any extensions of time as may be granted thereto.

**THIRTEEN:** If the SUBDIVIDER neglects, refuses or fails to prosecute the required work with such diligence as to insure its completion within the time specified herein, or within such extension of said time as may have been granted by the City Engineer or by the BOARD, or both, or if the SUBDIVIDER neglects, refuses or fails to perform satisfactorily any of the provisions of the improvement construction permit, plans and profiles, or specifications, or any other act required under this agreement and contract, the BOARD may declare this agreement and contract in default.

Immediately upon a declaration of default, the Subdivider and Surety shall be liable to City for the cost of construction and installation of the public improvements and for costs and reasonable expense and fees, including reasonable attorneys' fees incurred in enforcing this Agreement and Contract.

A notice of default shall be mailed to the SUBDIVIDER and any Surety and the Board shall cause a demand to be made for payment of any negotiable securities held as Improvement Securities in connection with this Agreement and Contract.

Continuation Sheet For:

**SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

In the event of such default, the SUBDIVIDER hereby grants to the CITY and/or the Surety upon any Surety Bond, the irrevocable permission to enter upon the lands of the subject division of land for the purpose of completing the required improvements. The CITY reserves the right if it elects to do the work to exclude the SUBDIVIDER from the site in order to complete the required work either by CITY forces or by separate contract.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named SUBDIVIDER on NOVEMBER 5, 2019.

**FULLER LUXURY CONDOS LLC**

S. Zeman

SEE INSTRUCTIONS FOR SIGNATURES AND ACKNOWLEDGMENTS ON "NOTICE TO CLASS B PERMIT AND BOND APPLICANTS" (FORM ENG. 3.693-REVISED)

District Design Office: **CENTRAL**

Council District No.: **2**

Date Issued:

Location: **823 N. FULLER AVE.**

**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 Los AngelesOn 11-5-2019 before me,

Date

personally appeared

Here Insert Name and Title of the Officer

Kamran Behnam, Notary Public

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 

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: \_\_\_\_\_

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

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

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_