

ACCEPTED
RISK MANAGEMENT
CITY ADMINISTRATIVE OFFICE
LAD 2201905
Dutc Approved 05/11/2022

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 SHAN LIN

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:

VTT-82448-SL

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 **TWENTY EIGHT THOUSAND AND NO/100 Dollars (\$28,000,00)**.

<u>TWO:</u> 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.

SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT

<u>FOUR:</u> 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.

<u>FIVE</u>: 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 Engieering.

<u>SIX:</u> 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.

<u>SEVEN:</u> 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.

<u>EIGHT:</u> 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.

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.

<u>TWELVE:</u> 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.

THIRTEN: 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.

CTLY forces or by separate contract.	
IN WITNESS WHEREOF, this instrument has bee SUBDIVIDER on	
SHAN LIN	
	05.02.2022.
SEE INSTRUCTIONS FOR SIGNATURES AND A B PERMIT AND BOND APPLICANTS" (FORM EN	
District Design Office: CENTRAL	

Council District No.: 10

Date Issued: 12/02/2021

Location: 1716 S CARMONA AVE., LOS ANGELES, CA 90019

A notary public or other officer completing this certificate veri to which this certificate is attached, and not the truthfulness	fies only the identity of the individual who signed the document, accuracy, or validity of that document.
State of California	
County of RIVERSIDE	
on May conto 2022 hofore me B	SHARGAVI POTTANT NOTARY PUBLIC
On MAY 02 ND , 2022 before me, B	Here Insert Name and Title of the Officer
personally appeared SHAN LIN	
	Name(s) of Signer(s)
who proved to me on the basis of satisfactory eviden to the within instrument and acknowledged to me that authorized capacity(jes), and that by his her their sign upon behalf of which the person so acted, executed the	ature(s) on the instrument the person(s), or the entity
BHARGAVI POTTAM COMM. # 2384442 NOTARY PUBLIC - CALIFORNIA OF SAN BERNARDINO COUNTY OF SAN BERNA	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.
COMM. EXPIRES NOV. 24, 2025	P. Rhargavi
Place Notary Seal and/or Stamp Above	Signature of Notary Public
	IONAL —
Completing this information can fraudulent reattachment of this	deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: Signer is Representing:	☐ Corporate Officer — Title(s):

Premium: Included in Performance Bond

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

APPROVED FOR THE CITY ENGINEER 4

024255784

SURETY'S BOND NO.

CENTRAL

District/Division Design Office Council District No. 10 Date Issued: 12/02/2021

(AO 2201905

CAO-RISK MANAGEMENT NO. Date Approved: 5/11/2022

SUBDIVISION LABOR AND MATERIAL PAYMENT BOND

BOND CONTROL

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, SHAN LIN

as PRINCIPAL and The Ohio Casualty Insurance Company a corporation incorporated under the laws of the State of New Hampshire 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 FOURTEEN THOUSAND AND NO/100 Dollars (\$14,000.00) . , 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 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:

VTT-82448-SL

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.

PRINCIPAL and SURETY on April 19	en duly executed by the above named, 20 22
Principal Signatories SHAN LIN	Principal Signatories
64.22.2022.	
SURETY: The Ohio Casualty Insurance	e Company
By: And	lrew J. Shaker(Attorney-in-Fact
Surety's Address: LMS Claims, P.O. Box 3	34526, Seattle, WA 98124

CIVIL CODE § 1189

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate ver to which this certificate is attached, and not the truthfulness	ifies only the identity of the individual who signed the document s, accuracy, or validity of that document.			
State of California				
County of Los Angeles				
On 4/19/2022 before me, Ch	narles P. Swan, Notary Public			
Date	Here Insert Name and Title of the Officer			
personally appearedAndrew J. Shake	er			
Name(s) of Signer(s)				
who proved to me on the basis of satisfactory evident to the within instrument and acknowledged to me that authorized capacity(16:33), and that by his/16:36 signupon behalf of which the person(25) acted, executed the	ature(x) on the instrument the person(x), or the entity			
CHARLES P. SWAN Notary Public - California Los Angeles County Commission # 2320428 My Comm. Expires Feb 27, 2024	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.			
Place Notary Seal and/or Stamp Above	Signature Of Notary Public			
	deter alteration of the document or form to an unintended document.			
Description of Attached Document				
Title or Type of Document:				
Document Date:	Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Signer's Name: Corporate Officer — Title(s): General Individual General Guardian or Conservator Other: Signer is Representing:			



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.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8201738-985867

call EST on any business day.

To confirm the validity of this Power of Attorney 1-610-832-8240 between 9:00 am and 4:30 pm

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kristine L.				
Clearman, Gerry Lewi	is; Andrew J. Shake	r, Charles P. Swan		
of these presents and sl persons.	hall be as binding upo	on the Companies as	if they have been	and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance in duly signed by the president and attested by the secretary of the Companies in their own proper
IN WITNESS WHEREON thereto this da da			ed by an authoria	zed officer or official of the Companies and the corporate seals of the Companies have been affixed
				Liborh, Mutual Incurence Company





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

On this 2nd day of August , 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 ember, Pennsylvania Association of Notaries By: Leresa Pastella Pastella Pastella Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April







Renee C. Llewellyn, Assistant Secretary

Y	888:882:888:888:888:888:888:888:888:888
A notary public or other officer completing this certificate verif to which this certificate is attached, and not the truthfulness,	ies only the identity of the individual who signed the document accuracy, or validity of that document.
State of California	
County of Riversibe	
On <u>APRIL 22 ND</u> before me, <u>13 h</u> Date personally appeared <u>SHAN LIN</u>	HARGAVI POTTAM, NOTARY PUBLIC Here Insert Name and Title of the Officer Name(\$) of Signer(\$)
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his her/their signatupon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity
BHARGAVI POTTAM Z COMM. # 2384442 ONOTARY PUBLIC - CALIFORNIA D SAN BERNARDINO COUNTY O COMM. EXPIRES NOV. 24, 2025	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.
	P. Bharejavi
Place Notary Seal and/or Stamp Above	Signature of Notary Public
	ONAL —
	deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: Signer is Representing:	□ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other:

Premium: \$420.00 for a one

year term.

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

APPROVED H CITY ENGINE DNO CONTROL

024255784 SURETY'S BOND NO.

CENTRAL

District/Division Design Office Council District No. 10 Date Issued: 12/02/2021

1402201909 CAO-RISK MGMT. NO. Dutchpproved:5/11/2022

SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE. SHAN LIN

as PRINCIPAL and The Ohio Casualty Insurance Company a corporation incorporated under the laws of the State of New Hampshire 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 EIGHT THOUSAND AND NO/100 Dollars (\$28,000.00) . , 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:

VTT-82448-SL

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 April 19 , 20 22 . **Principal Signatories SHAN LIN** 04. 22.2022 The Ohio Casualty Insurance Company Andrew J. Shaker (Attorney-in-Fact) Surety's Address: LMS Claims, P.O. Box 34526, Seattle, WA 98124

A notary public or other officer completing this certificate veri to which this certificate is attached, and not the truthfulness	ifies only the identity of the individual who signed the document s, accuracy, or validity of that document.
State of California	
County of Los Angeles	
	order D. Cwen. Notena Dublic
On <u>4/19/2022</u> before me, <u>Ch</u>	Here Insert Name and Title of the Officer
personally appearedAndrew J. Shake	Name(s) of Signer(s)
,	vulle(s) of Signer(s)
to the within instrument and acknowledged to me tha authorized capacity(kex), and that by his/kex/xheir sign upon behalf of which the person(x) acted, executed the	ature(x) on the instrument the person(x), or the entity
CHARLES P. SWAN Notary Public - California Los Angeles County Commission # 2320428	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
My Comm. Expires Feb 27, 2024	WITNESS my hand and official seal.
	Signature of Notary Public
Place Notary Seal and/or Stamp Above	Signature of Notary Public
	ONAL -
	deter alteration of the document or 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 ☐ Guardian or Conservator	□ Individual □ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:Signer is Representing:
Sidner is Representing.	Signer is Representing.



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.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8201738-985867

on any business day

call EST

confirm 310-832-8

company is a corporation duly organized under the laws of the State of New Hampshire, that

West American Insurance Company

David M. Carey, Assistant Secretary

POWER OF ATTORNEY

iberty Mutual Insurar	Compony is a sorror	ation duly organized un ollectively called the "	inder the laws of t	he State of Massachu	isetts, and West American Insurance Company is a corpor rity herein set forth, does hereby name, constitute and app	ration duty organized
of these presents and persons.	d shall be as binding upo	n the Companies as	if they have beer	and deed, any and all and duly signed by the p	ly if there be more than one named, its true and lawful atto undertakings, bonds, recognizances and other surety oblig president and attested by the secretary of the Companies	gations, in pursuance s in their own proper
		ey has been subscrib	oed by an authoriz	ed officer or official o	of the Companies and the corporate seals of the Companie	es have been affixed
		Nev	ay INS	INSUA	Liberty Mutual Insurance Company The Ohio Casualty Insurance Company	ſ

State of PENNSYLVANIA County of MONTGOMERY

On this 2nd day of August , 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notarie

By: Ieresa Pastella Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

validity of this Power of Attorney 0 between 9:00 am and 4:30 pm Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety the vaany and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IM TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April







A notary public or other officer completing this certificate verif to which this certificate is attached, and not the truthfulness,	ies only the identity of the individual who signed the document accuracy, or validity of that document.
State of California County of	
On APRIL 22 ND, 2022 before me, Bate personally appeared SHAN LIN	RITARGAU : POTTAM, MOTARY PUBLIC , Here Insert Name and Title of the Officer Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signatupon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entity
BHARGAVI POTTAM COMM. # 2384442 NOTARY PUBLIC · CALIFORNIA OSAN BERNARDINO COUNTY OCOMM. EXPIRES NOV. 24, 2025	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 P. Bhargain
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can	IONAL deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Signer(s) Other Than Named Above:	-
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Guardian or Conservator □ Other: