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

APPROVED TOT CITY ENGIN CENTRAL 20

108169705 SURETY'S BOND NO.

District/Division Design Office Council District No. 13 Date Issued: 11/22/2024

CA0240322S CAO-RISK MGMT. NO.

[date approved: 12/10/2024]

### SUBDIVISION IMPROVEMENT AND WARRANTY PERFORMANCE BOND

BOND CONTROL

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, LA21G, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

as PRINCIPAL and Travelers Casualty and Surety Company a corporation Connecticut incorporated under the laws of the State of 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 NINETY-EIGHT THOUSAND AND NO/100 Dollars \$98,000.00, 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:

Coronado St. (E/S) from 43 to 117 (NO) Berkeley Ave. (AA-2021-9293-PMLA-CN-HCA)

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 PRINCIPAL and SURETY on	duly executed by the about 100 duly executed by	ve named		
Principal Signatories  LA21G, LLC, a California limited liability compar	ny			
	CORY SINGER	<u> </u>		
00				
SURETY: Travelers Casualty and Surety Company of Ame	erica			
By: Cind E Sharon	Cindy E. Johnson,	(Attorney-in-Fact)		
Surety's Address: One Tower Square, Hartford, Connecticut 06183				

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 ofTennessee	}
County ofKnox	, }
On December 3, 2024 before me,	Bonnie Lynn Rice , Notary Public (Here Insert name and title of the officer)
name(s) is/are subscribed to the within in he/she/they executed the same in his/he	actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of a instrument.
I certify under PENALTY OF PERJURY the foregoing paragraph is true and corr	under the laws of the State of California that rect.
WITNESS my hand and official seal.  Notary Public Signature  (No My Commission Expires:	rect.  STATE TEAMBERSEE POTENCY PUBLIC  STATE TEAMBERSEE POTENCY PUBLIC  STATE TEAMBERSEE POTENCY PUBLIC  STATE TEAMBERSEE POTENCY TEAMBERSEE POTE
ADDITIONAL OPTIONAL INFORMATION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary
(Title or description of attached document)  (Title or description of attached document continued)  Number of Pages Document Date	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer  (Title) Partner(s) Attorney-in-Fact Trustee(s)	<ul> <li>Print the name(s) of document signer(s) who personally appear at the time of notarization.</li> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they,- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> <li>The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.</li> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> <li>Indicate title or type of attached document, number of pages and date.</li> </ul>

☐ Other

-315 For you with Mote yille nes com and 273 9865

Indicate the capacity claimed by the signer. If the claimed capacity is a

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

· Securely attach this document to the signed document with a staple.

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 ChilFornia

County of US angeles	}
On December 5, 2024 before me,	SATA MOTGAN, Notary Public
personally appeared CRUJ who proved to me on the basis of satisf	Singer (Here insert name and title of the officer) factory evidence to be the person(s) whose
	instrument and acknowledged to me that ner/their authorized capacity(ies), and that by
	nent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and co	Y under the laws of the State of California that
and to regering paragraph to and and se	STANDARD THE STAND
WITNESS my hand and official seal.	Notary Public - California Los Angeles County Commission # 2410457
Notary Public Signature (N	My Comm. Expires Jul 11, 2026
ADDITIONAL OPTIONAL INCORNAT	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary
(Title or description of attached document)	<ul> <li>State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.</li> </ul>
{Title or description of attached document continued}	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> </ul>
Number of Pages Document Date	<ul> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s)	<ul> <li>Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.</li> </ul>
Corporate Officer (Title)	<ul> <li>The notary seal impression must be clear and photographically reproducible.</li> <li>Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form</li> </ul>
☐ Partner(s)	<ul> <li>Signature of the notary public must match the signature on file with the office of the county clerk.</li> </ul>
☐ Attorney-in-Fact ☐ Trustee(s)	<ul> <li>Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.</li> </ul>
Other	<ul> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> </ul>

· Securely attach this document to the signed document with a staple,



### Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY	THESE PRESENTS	That Travelers C	asualty and Surety	Company of Ame	erica, Travelers (	Casualty and Surety C	ompany, and St
Paul Fire and Marine	Insurance Company	are corporations	duly organized und	ler the laws of the	he State of Con	necticut (herein collec	tively called the
"Companies"), and	that the Compan	ies do hereby	make, constitute	and appoint		Cindy E. Johnson	0
Knoxville	Tennessee	their true and	lawful Attorney(s)-	n-Fact to sign,	execute, seal a	and acknowledge any	and all bonds
recognizances, condit	ional undertakings ar	d other writings o	bligatory in the natu	re thereof on beh	alf of the Comp	anies in their business	of guaranteeing
the fidelity of persons	, guaranteeing the pe	erformance of con	tracts and executing	or guaranteeing	bonds and und	lertakings required or	permitted in any
actions or proceedings	allowed by law.						

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF. I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

SOLUTION OF THE PROPERTY OF TH

Anna P. Nowik, Notary Public

Robert Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

\_\_\_\_ day of

December

2024







Kevin F Hughes Assistant Secretary



## SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of Travelers and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

Travelers hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of Travelers with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

Travelers also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if Travelers' raised corporate seal was physically affixed to the face of the bond.

Dated this 22nd day of September, 2020.

### **Travelers Casualty and Surety Company of America**

OS SET

Robert L. Raney, Senior Vice President

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

108169704 SURETY'S BOND NO.

### **CENTRAL**

District/Division Design Office Council District No. 13 Date Issued: 11/22/2024 CAO240322S
CAO-RISK MANAGEMENT NO.
[date approved: 12/10/2024]

### SUBDIVISION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, LA21G, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

as PRINCIPAL and \_Travelers Casualty and Surety Company of America \_\_\_\_\_\_ a corporation incorporated under the laws of the State of \_Connecticut 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 FORTY-NINE THOUSAND AND NO/100 Dollars \$49,000.00 , 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:

## CORONADO ST. (E/S) FROM 43 TO 117 (NO) BERKELEY AVE. (AA-2021-9293-PMLA-CN-HCA)

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.

### 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 be PRINCIPAL and SURETY on December 3	en duly executed by the above named, 2024
Principal Signatories LA21G, LLC, A CALIFORNIA LIMITED LIABILI	Principal Signatories TY COMPANY
- B	CORY SINGER
SURETY: Travelers Casualty and Surety Company of	America
By: Cindy Eshmon	Cindy E. Johnson, (Attorney-in-Fact)
Surety's Address: One Tower Square, Hartford, Conne	ecticut 06183

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	Tennes	see	}		
County o	f Kn	ox	}		
On	December 3, 2024	_before me, _		Bonnie Lynn Rice	Notary Public
personal	y appeared			Cindy E. Johnson	- 1
who prov name(s) he/she/th his/her/th	ed to me on the is/are subscribe ey executed the	d to the within i same in his/he on the instrume	nstru er/the ent th	ment and acknowl ir authorized capa e person(s), or the	e person(s) whose edged to me that city(ies), and that by entity upon behalf of
-	inder PENALTY oing paragraph			er the laws of the S	state of California that
1200	S my hand and	ere.	tarv Pul	T N	STATE OF THE STATE
My Commis		(,,,,	,		min.
*	NAL OPTIONA	INFORMATI	ON		FOR COMPLETING THIS FORM
	N OF THE ATTACHED		if fir	needed, should be completed to om other states may be comple the wording does not require	i California statutes regarding notary wording and, and attached to the document, Acknowledgments sted for documents being sent to that state so lang the California notary to violate California notary
(Title or descript	ion of attached document)		•	State and County information signer(s) personally appeared in	must be the State and County where the documen before the notary public for acknowledgment.
(Title or descript	fon of attached document cor	tinued)			he date that the signer(s) personally appeared which acknowledgment is completed.
Number of Pa	iges Document [	)ate	*	The notary public must print commission followed by a con	this or her name as it appears within his or he nma and then your title (notary public), nt signer(s) who personally appear at the time o
☐ Ind☐ Co	ITY CLAIMED BY 1 ividual (s) rporate Officer  (Title) rtner(s) orney-in-Fact istee(s) ner	HE SIGNER	a	he/she/they; is /are ) or circlin information may lead to reject. The notary seal impression impression must not cover tessufficient area permits, otherw. Signature of the notary public the county clerk.  Additional informatic acknowledgment is not lindicate title or type of the county clerk.	or plural forms by crossing off incorrect forms (i.e g the correct forms. Failure to correctly indicate this ion of document recording, must be clear and photographically reproducible at or lines. If seal impression snudges, re-seal if a ise complete a different acknowledgment form, must match the signature on file with the office of the seal of the could help to ensure this of the state of attached to a different document. If attached document, number of pages and date, claimed by the signer. If the claimed capacity is a
O IE Asserbi	za. funda -: Musame ma t	900 820 8888	•	corporate officer, indi	cate the title (i.e. CEO, CFO, Secretary). to the signed document with a staple.

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 US Angues	. }
On December 5,2024 before me,	Sara Morgian , Notary Public
who proved to me on the basis of satisf name(s) is/are subscribed to the within he/she/they executed the same in his/h	factory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by tent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.  Notary Public Signature (No.	SARA MORGAN  Notary Public - California  Los Angeles County  Commission # 2410457  My Comm. Expires Jul 11, 2026
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM  This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)  (Title or description of attached document continued)  Number of Pages Document Date	<ul> <li>State and County information must be the State and County where the documen signer(s) personally appeared before the notary public for acknowledgment.</li> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> <li>The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer  (Title) Partner(s) Attorney-in-Fact Trustee(s)	notarization.  Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.  The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.  Signature of the notary public must match the signature on file with the office of the county clerk.  Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
Other	<ul> <li>Indicate title or type of attached document, number of pages and date.</li> <li>Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).</li> <li>Securely attach this document to the signed document with a staple.</li> </ul>



### Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers (	Jasualty and Surety Company, and St
Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Con	mecticut (herein collectively called the
"Companies"), and that the Companies do hereby make, constitute and appoint	Cindy E. Johnson of
Knoxville Tennessee their true and lawful Attorney(s)-in-Fact to sign, execute, seal a	and acknowledge any and all bonds
recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Comp	anies in their business of guaranteeing
the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and unc	dertakings required or permitted in any
actions or proceedings allowed by law.	
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be 2021.	e hereto affixed, this 21st day of April,
State of Connecticut	Mr.

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

HOTARY
SUBJECT

Anna P. Nowik, Notary Public

aney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Kevin E. Hughes, Assistant Secretary

# 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 LA21G, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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:

Coronado St. (E/S) from 43 to 117 (NO) Berkeley Ave. (AA-2021-9293-PMLA-CN-HCA)

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 **NINETY-EIGHT THOUSAND AND NO/100 Dollars \$98,000.00** 

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.

### 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.

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.

<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.

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.

### 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 20 24 .

LA21G, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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.: 13

Date Issued: 11/22/2024

Location: Coronado St. (E/S) from 43 to 117 (NO) Berkeley Ave. (AA-2021-9293-PMLA-CN-HCA)

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 And personally appeared 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(i), and that by his/her/their signature(s) on the instrument the person(e), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the SARA MORGAN laws of the State of California that the foregoing Notary Public - California paragraph is true and correct. Los Angeles County Commission # 2410457 WITNESS my hand and official seal. My Comm. Expires Jul 11, 2026 Signature Place Notary Seal and/or Stamp Above Signature of Notary Public - 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: \_