

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

CITY OF MORGAN HILL  
17575 PEAK AVENUE  
MORGAN HILL, CA 95037

(RECORD AT NO FEE PURSUANT TO GOVERNMENT THE AREA ABOVE IS RESERVED FOR RECORDER'S USE  
CODE SECTION 27383)

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## IMPROVEMENT AGREEMENT

NUEVA VISTA, LLC  
18215 HALE AVENUE, MORGAN HILL, CA  
APN 76432057  
PSYNERGY PROGRAMS

THIS AGREEMENT is made on this 29 day of Sept., 2016 by the CITY OF MORGAN HILL, a municipal corporation ("CITY"), and Nueva Vista LLC

a (corporation) (partnership) (sole proprietorship) (**CHOOSE ONE**) ("PROPERTY OWNER").

## RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Morgan Hill Municipal Code Chapter 12.02.
2. PROPERTY OWNER has filed a Development Application and supporting documents on the property with the address of 18215 Hale Ave., and the APN 764-32-057 having the development name of Nueva Vista ("Development").
3. CITY desires as a condition of approval of the development as denoted on the building permit for the development, that certain improvements be installed by PROPERTY OWNER as shown on the fully executed Development Improvement Plans entitled Nueva Vista, LLC ("Improvements").
4. PROPERTY OWNER has been unable to complete, prior to the issuance of the development building permit, all of the Improvements required by CITY to the satisfaction of the City Engineer.
5. PROPERTY OWNER is required by the terms of the Morgan Hill Municipal Code, to improve all streets, highways, or public areas which are part of the development, including but not limited to necessary paving, curbs, sidewalks, catch basins, water mains, culverts, storm drains, and sanitary sewers, in accordance with the plans and specifications on file with the City Engineer.
6. To assure CITY that PROPERTY OWNER will complete all the work and Improvements required

for the Development, the parties have entered into this Agreement.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Term of Agreement.** This Agreement shall cover a period of twelve (12) months from the date of issuance of the building permit ("Term") unless extended by written agreement.
- 2. **Improvements.** PROPERTY OWNER agrees to follow the plans and documents filed with CITY in conjunction with the Development, all of which are incorporated herein by reference. These items of the Improvements shall be completed, constructed and installed at PROPERTY OWNER's sole expense unless agreed to otherwise by City.
- 3. **Bond List.** To secure the performance of each improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each improvement required, PROPERTY OWNER shall provide CITY, prior to the execution of this Agreement by CITY, with the following bonds pursuant to Bond requirements denoted in Paragraph 7:

<u>Type of Bond</u>	<u>Amount</u>
PERFORMANCE BOND	\$213,660
LABOR AND MATERIAL BOND	\$213,660
WARRANTY/MAINTENANCE BOND	\$106,830
_____	_____
_____	_____
_____	_____

Note: If Cash Deposit Agreement Guaranteeing Improvements is utilized for bonding purposes, the Cash Deposit Agreement amount shall be one hundred seventy (170%) percent of the aforementioned Performance Bond amount. The bonds shall be executed on CITY forms by a surety authorized to do business in the State of California and shall be approved by the City Attorney and the City Engineer. In lieu of the above, CITY will accept a certificate of deposit in CITY's name with escrow instructions acceptable to the City Engineer.

- 4. **Rights-of-Way.** Except as otherwise provided by this Agreement, CITY can hold without acceptance or recordation all lands, rights-of-way, and easements offered for dedication. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with the Government Code. All such offers may be accepted and recorded by CITY in its sole discretion at any later date without further notice to PROPERTY OWNER as provided by law. By way of explanation only, it is the current intention of CITY to accept all or part of the irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

5. **Improvements: Time Limits.** PROPERTY OWNER agrees to cause all Improvements to be made and constructed to comply with all requirements of City Code 12.02, according to the improvement plans for the Development approved by the City Engineer and including any changes or alteration in the Improvements required by the City Engineer. The Improvements shall be completed utilizing CITY standards and specifications. PROPERTY OWNER agrees to complete the Improvements prior to the expiration of this Agreement, or the issuance of the certificate of occupancy, whichever is earlier; provided however, the City Manager may extend the deadline for completion by not more than six (6) months at his reasonable discretion and determination that granting the extension will not be detrimental to the public welfare. No extension of this deadline for completion shall be made except upon the basis of a written application made by the PROPERTY OWNER stating fully the ground for the application and the facts relied upon for an extension.

It is further agreed by and between the PROPERTY OWNER and the CITY that any extension granted shall in no way affect the validity of this Agreement or release the surety(ies) on any bond attached hereto or the financial institution guaranteeing the same. PROPERTY OWNER further agrees to maintain the securities described in Section 7 in full force and effect during the terms of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by the City.

In the event that PROPERTY OWNER shall fail to complete the Improvements within the time provided by this Agreement, CITY may in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Development and complete the Improvements and recover the full cost and expense of construction from PROPERTY OWNER, PROPERTY OWNER'S successors and assigns, Property Owner's Performance/Labor & Material Bonds associated with this Development, or from the then owner of the Development and/or place a lien upon the Development property for the cost and expense. Any and all City costs shall include administrative and attorney costs.

6. **Acquisition and Dedication of Easements or Rights-of-Way.** If any of the Improvements is to be constructed or installed on land not within the Development or already existing public right-of-way, no construction or installation shall be commenced before the irrevocable offer of dedication or conveyance to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work has been obtained and paid for by PROPERTY OWNER.

7. **Bond Requirements.** PROPERTY OWNER shall file with this Agreement three bonds. Two of the bonds shall be in the amount of 100% of the total estimated cost of the Improvements as determined by the City Engineer. One improvement security shall secure faithful performance of this Agreement as required by Government Code Section 66499.3(a) for performance (in substantially the form set forth in Exhibit B). The second security is required by Government Code Section 66499.3(b) for labor and materials (in substantially the form set forth in Exhibit C). An additional guarantee and warranty security of fifty (50%) percent of the City Engineer's estimated cost of the Improvements to guarantee and warranty the Improvements for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Government Code.

Improvements and the City Engineer's Estimated Costs of Improvements as of [ENTER DATE ESTIMATE MADE] are attached hereto as Exhibit "A".

Any bonds submitted under this Agreement shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City

Attorney. Submittal of the Performance/Labor & Material Bonds is a requirement prior to the City's issuance of an encroachment permit to do work in the City's right-of-way. Submittal of the Warranty Bond is a requirement prior to the City Engineer's consideration of acceptance of the public improvements. The release of any securities shall be governed by the provisions of Government Code Section 66499.7.

8. **Irrevocability of Security.** The securities provided under this Agreement shall be irrevocable, shall not be limited as to time and may be released only upon the written approval of the City Engineer.

9. **Duty to Warn.** PROPERTY OWNER shall give adequate warning to the public of each and every dangerous condition which may exist in the Improvements, and will take all reasonable actions to protect the public from any dangerous condition.

10. **Warranty.** PROPERTY OWNER guarantees and warrants the Improvements required by this Agreement and agrees to remedy any defects in the improvements or the Improvements arising from faulty or defective materials or construction occurring within twelve (12) months after its acceptance. Following notice Property OWNER shall, without delay or cost to CITY, repair, replace, or reconstruct any defective or unsatisfactory portion of Improvements. CITY may, at its sole option, perform the repair or replacement itself if PROPERTY OWNER has failed to commence repair within twenty (20) days after CITY has mailed written notice to PROPERTY OWNER. In such event, PROPERTY OWNER agrees to pay the cost of repair and replacement, plus 15%, by CITY; and CITY may recover such costs as a lien against the Development. CITY may proceed immediately to make repairs should an emergency arise.

11. **Failure of Performance.** In addition to the other remedies provided by this Agreement, CITY shall have recourse to the security given. In the event that CITY seeks recourse against any security, CITY shall have recourse against PROPERTY OWNER for any and all amounts necessary to complete the obligation. All administrative costs, including attorneys' fees shall be a proper charge against the security and PROPERTY OWNER pursuant to Government Code. The right of the City to draw upon or utilize the security is additional and not in lieu of any other remedy available to the City at law or in equity. The parties agree that the estimated costs and security amounts may not reflect the actual cost of construction or installation of Improvements, and therefore, City damages for PROPERTY OWNER's default shall be measured by the cost of completing the required Improvements.

12. **Certificate of Occupancy.** PROPERTY OWNER understands that the City will expect completion, to the satisfaction of the City, of specific public improvements as well as private utility improvements prior to City Approval of a Certificate of Occupancy for any building on the Development property. The specific improvements shall include activation of all public utilities (water, sewer, storm drain), activation of all private utilities (electric, gas, phone) except for cable, street lights turn-on request filed with P G & E, full street improvements (curb-gutter and paving with/without final lift) from existing public street to building under consideration for Certificate of Occupancy. Property Owner, furthermore, agrees to so inform successor in lot interest should lot be transferred to another party prior to City acceptance of public improvements.

13. **Final Toxic Report.** Where applicable, PROPERTY OWNER hereby agrees to furnish the City Attorney of Morgan Hill with a copy of the Final Toxic Report issued by the appropriate licensed consultant on the proposed Development. This report must be received prior to final acceptance of on-site improvements and issuance of certificate of occupancy.

14. **Public Improvements Fee Schedule.** PROPERTY OWNER shall pay the following sums in

cash to CITY pursuant to the provisions of Resolution 1383 and any amendments. These sums shall be paid to CITY at the time of issuance of the building permit, and shall be in accordance with the attached Department of Public Improvements Fee Schedule attached hereto demonstrating a current Total Fee Obligation of \$TBD. All Fees are estimated and may be increased by City subject to current resolutions and ordinances. These fees are subject to a minimum annual revision. PROPERTY OWNER consents to increases in these fees. This Agreement shall not be construed to fix or freeze fees as of any point prior to issuance of building permits.

All development fees shall be those in effect at the time of the issuance of the building permit for this Development. This Agreement does not entitle the developer to any permit including a grading permit. A separate application for a grading permit should be made to the Building Department.

15. **Other Agreements Associated with This Improvement Agreement:** The following "checked off" Agreements are understood to be associated with this Agreement and have been fully executed prior to or concurrent with this Agreement:

☐ City "Streets" Reimbursement Agreement (City Ordinance 982)

PROPERTY OWNER acknowledges and agrees that the property is subject to a Reimbursement Agreement whereby the PROPERTY OWNER must reimburse CITY for all costs associated with off-site improvements completed by the CITY and/or others or to be completed by the CITY and/or others. PROPERTY OWNER agrees to pay CITY for all sums already incurred under the reimbursement agreement prior to issuance of any building permits. If the improvement has not been completed by CITY and/or others, then PROPERTY OWNER or successor-in-interest agrees to fully reimburse CITY for all costs incurred by CITY and/or others in constructing the improvements.

☐ City Public/Private Utility Reimbursement Agreement

☐ Landscape & Lighting Maintenance Assessment District Annexation

☐ Improvements Deferral Agreement

16. **Insurance Requirements.**

**Commencement of Improvements.** Before beginning construction of the improvements, Property Owner is required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Property Owner and its Subcontractors relating to or arising from the performance of work associated with the Improvements, and must remain in full force and effect at all times during the period covered by the Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by the City. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Coverages may be provided by Property Owner's General Contractor if Property Owner is not directly insuring such exposures under an "Owners and Contractors Protective Liability Policy (OCP)" on which the City would be an additional insured. If Property Owner fails to provide any of the required coverage in full compliance with the requirements outlined in this Agreement, City may, at its sole discretion, purchase such coverage at Property Owner's expense and deduct the cost from payments due to Property Owner, or terminate the Agreement for default. Property Owner further understands that the City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Property Owner, at any time as deemed necessary to protect the interests of the City.

(a) Policies and Limits. The following insurance policies and limits are required for this Agreement:

(1) Commercial General Liability Insurance ("CGL"): Property Owner shall maintain CGL and shall include coverage for liability arising from Property Owner's or its Subcontractor's acts or omissions in the performance of work associated with the Improvements against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) five million dollars (\$5,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least five million dollars (\$5,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to Property Owner under Property Owner's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

b. CGL policy must include contractor's protected coverage, blanket contractual, and completed operations.

(2) Workers' Compensation Insurance and Employer's Liability: Property Owner shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act and provide protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Property Owner under Property Owner's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If Property Owner is self-insured, Property Owner must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

(3) Automobile Liability: Property Owner shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Property Owner does not own automobiles, then Property Owner shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to Property Owner under Property Owner's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(4) Pollution (Environmental) Liability: The performance of Property Owner's work or service under this Agreement involves handling of hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials. Property Owner shall procure and maintain Pollution Liability covering the Property Owner's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to

Property Owner under Property Owner's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(b) Required Endorsements. Property Owner shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

(1) ALL Policies:

"Waiver of Subrogation" - Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) General Liability:

a. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

b. "Primary and Non-Contributing" - Insurance shall be primary non-contributing;

c. "Separation of Insureds" - The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(c) Subcontractors. Property Owner must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 10, with respect to its performance of work associated with the Improvements, including those requirements related to the additional insureds and waiver of subrogation.

(d) Qualification of Insurers. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

(e) Certificates. Property Owner shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the Property Owner's agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City. Certificates, including renewal certificates, may be mailed electronically to [riskmgmt@morganhill.ca.gov](mailto:riskmgmt@morganhill.ca.gov) or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill  
Attn: Risk Management  
17575 Peak Avenue

Morgan Hill, CA 95037

17. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

18. **Non-Discrimination.** PROPERTY OWNER covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, or ancestry, in any activity pursuant to this Agreement.

19. **Independent Contractor.** It is agreed to that PROPERTY OWNER shall act and be an independent contractor, and not an agent or employee of CITY.

20. **Compliance with Law.** PROPERTY OWNER shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

21. **Right to Inspect and Inspection Fees.** PROPERTY OWNER shall at all times maintain proper facilities and provide safe access for inspection for CITY and its employees to all parts of the Improvements. PROPERTY OWNER shall pay and reimburse CITY for all expenses incurred by CITY for inspecting and checking all work to be performed under the provisions of the Municipal Code or this Agreement. City Engineering plan checking and field improvement inspection costs are included in the Department of Public Works Fee Schedule which may be revised from time to time.

22. **Conflict of Interest and Reporting.** PROPERTY OWNER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

23. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed addresses. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

a. Address of PROPERTY OWNER is as follows:

**ARTURO M. URIBE  
NUEVA VISTA, LLC  
18225 HALE AVENUE  
MORGAN HILL, CA 95037**

b. Address of CITY is as follows:

City Engineer  
City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

With a copy to:

City Clerk  
City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

24. **PROPERTY OWNER'S Representations.** This Agreement shall include PROPERTY OWNER'S map, application or items submitted to the Planning Department, Planning Commission, and City Council. In the event of any inconsistency between their representations and this Agreement, this Agreement shall govern.

25. **Licenses, Permits and Fees.** PROPERTY OWNER shall obtain a City of Morgan Hill

**Business License**, all permits, and licenses as may be required by this Agreement.

26. **Familiarity with Improvements**. By executing this Agreement, PROPERTY OWNER warrants that: (1) it has investigated the work to be performed, (2) it has investigated the site of the Improvements and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the Improvements under this Agreement. Should PROPERTY OWNER discover any conditions materially differing from those inherent in the Improvements or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at PROPERTY OWNER'S risk, until written instructions are received from CITY.

27. **Time of Essence**. Time is of the essence in the performance of this Agreement.

28. **Limitations Upon Subcontracting and Assignment**. Neither this Agreement nor any portion shall be assigned by PROPERTY OWNER without prior written consent of CITY.

29. **Authority to Execute**. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

30. **Indemnification**. PROPERTY OWNER agrees to protect, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by PROPERTY OWNER, PROPERTY OWNER'S agents, officers, employees, subcontractors, or independent contractors hired by PROPERTY OWNER. The only exception to PROPERTY OWNER'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by PROPERTY OWNER.

31. **Modification**. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and PROPERTY OWNER.

32. **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Santa Clara County Superior Court.

33. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.

34. **Preservation of Agreement**. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

35. **Agreement Runs With the Land**. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties. It shall be recorded in the Office of the Recorder of Santa Clara County concurrently with the issuance of the Development building permit and shall constitute a covenant running with the land and an equitable servitude upon the Development real property.

36. **Recording**. It shall be the responsibility of CITY to cause the executed Agreement to be

recorded.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

[TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS: (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND** (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.]

ATTEST:

THE CITY OF MORGAN HILL

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

"PROPERTY OWNER"

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

By: Nueva Vista LLC

Arturo Uribe

Title: manager

Date: 9/29/16

By: Nueva Vista LLC

Michael Weinstein

Title: manager

Date: 9/29/16

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 **SANTA CLARA**

On September 29, 2016, before me, Karen Nelson a Notary Public in and for said County and State, personally appeared Arturo Uribe and Michael Weinstein

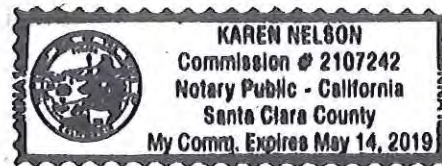
proved to me on the basis of satisfactory evidence to be the person/s whose name/s is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature/s on the instrument the person/s, or the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

Karen Nelson

SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

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 **SANTA CLARA**

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_ a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

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 OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

**EXHIBIT A**  
**IMPROVEMENTS AND**  
**ESTIMATED COSTS OF IMPROVEMENTS**  
**AS OF SEPTEMBER 2016**

MH 212095-Psynergy/Nueva Vista

9/19/2016

**Engineers Cost Estimate**  
**Out of Tract Improvements "Psynergy/Nueva Vista"**

<b>A Hale Avenue (Existing Building Frontage)</b>			
1	Clearing and Grubbing	1 LS \$5,000.00	\$5,000.00
2	Min. 1' Sawcut Existing Pavement at Conform	185 LF \$1.50	\$277.50
3	AC Pavement Demolition	3,906 SF \$5.00	\$19,530.00
4	Curb and Gutter Removal	163 LF \$5.00	\$815.00
5	Sidewalk Removal	930 SF \$5.00	\$4,650.00
6	Existing Subgrade Prep.	5,630 SF \$1.00	\$5,630.00
7	Proposed Embankment	108 CY \$10.00	\$1,080.00
8	Proposed Excavation	384 CY \$10.00	\$3,840.00
9	4.5" AC on 14" Class II AB Street Pavement	5,176 SF \$5.00	\$25,880.00
10	City Std. Curb and Gutter	185 LF \$22.00	\$4,070.00
11	Sidewalk incl. Driveway Approaches	972 SF \$6.00	\$5,832.00
12	15" RCP (incl. Trench Restoration)	86 LF \$55.00	\$4,730.00
13	City Std. Electroliners w/ pull box	1 EA \$3,000.00	\$3,000.00
Total Hale Avenue (Existing Building Frontage) =			\$84,334.50
<b>B Hale Avenue (New Building Frontage &amp; South of Project Property)</b>			
14	Min. 1' Sawcut Existing Pavement at Conform	331 LF \$1.50	\$496.50
15	AC Pavement Demolition	6,933 SF \$5.00	\$34,665.00
16	Curb and Gutter Removal	315 LF \$5.00	\$1,575.00
17	Sidewalk Removal	655 SF \$5.00	\$3,275.00
18	Existing Subgrade Prep.	6,499 SF \$1.00	\$6,499.00
19	Proposed Embankment	62 CY \$10.00	\$620.00
20	Proposed Excavation	292 CY \$10.00	\$2,920.00
21	4.5" AC on 14" Class II AB Street Pavement	4,095 SF \$5.00	\$20,475.00
22	City Std. Curb and Gutter	298 LF \$22.00	\$6,556.00
23	Sidewalk incl. Driveway Approaches	1,429 SF \$6.00	\$8,574.00
24	4" Water Service and Meter	1 LS \$2,500.00	\$2,500.00
25	1.5" Irrigation Service and Meter	1 LS \$2,000.00	\$2,000.00
26	Gato Valve	1 EA \$300.00	\$300.00
27	6" Double Detector Check Valve	2 EA \$6,000.00	\$12,000.00
28	Fire Department Connection	1 EA \$3,000.00	\$3,000.00
29	2" Double Detector Check Valve	1 EA \$2,500.00	\$2,500.00
30	1.5" Double Detector Check Valve	1 EA \$2,000.00	\$2,000.00
31	City Std. Curb Inlet	3 EA \$3,200.00	\$9,600.00
32	15" RCP (incl. Trench Restoration)	64 LF \$55.00	\$3,520.00
33	City Std. Electroliner w/ pull box Relocation	1 EA \$3,000.00	\$3,000.00
34	City Std. Monumentation	1 EA \$250.00	\$250.00
35	Signing and Striping	1 LS \$3,000.00	\$3,000.00
Total Hale Avenue (New Building Frontage & South of Project Property) =			\$129,325.50

**TOTAL** **\$213,660**

**EXHIBIT "B"**  
**PERFORMANCE BOND**  
**(100% of Engineer's Estimate)**

Bond No.: 4409442  
Premium: \$4,773.00

Whereas, The City Council of the City of Morgan Hill, State of California, and  
Nueva Vista, LLC (hereinafter  
designated as "principal") have entered into an Improvement Agreement:

**NUEVA VISTA, LLC**  
**18215 HALE AVENUE, MORGAN HILL, CA**  
**APN 76432057**  
**PSYNERGY PROGRAMS**

whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_\_, and identified as project **PSYNERGY PROGRAMS**, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and SureTec Insurance Company  
as surety, are held and firmly bound unto the City of Morgan Hill hereinafter called ("City"), in the penal sum of **two hundred thirteen thousand six hundred sixty dollars (\$213,660)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The Surety's office is located at 3033 5th Ave, Ste 300, San Diego, CA 92103  
Telephone No. (619) 400-4100; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number are as follows:

License No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

The non-resident agent for the Surety, if any, is a party to the transaction:

Name of non-resident agent: \_\_\_\_\_  
Non-resident agent's office address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and

well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the 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.


As a 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.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same 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 the agreement or to the work or to the specifications.

Executed this 3rd day of October 20 16 .

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
Nueva Vista, LLC  
Principal

By: SureTec Insurance Company  
Surety

By:   
David Melman - Attorney-in Fact

By: \_\_\_\_\_  
California Resident Agent

By: \_\_\_\_\_  
Non-resident Agent - Attorney-in-Fact

APPROVED AS TO BONDING COMPANY:

\_\_\_\_\_  
City Engineer

Date: \_\_\_\_\_  
APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

(Acknowledgment on following page.)

# 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

Ron H. Ballard, Gloria S. Becerra, Dave B. Roalkvam, David Melman, Albert Espino, Arianne Adair

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:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, 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 shall continue in force until 05/18/17 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

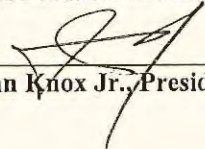
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the 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 President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

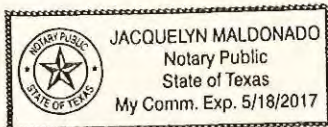
By:   
John Knox Jr., President

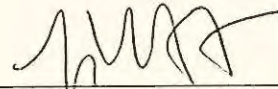
State of Texas  
County of Harris

SS:



On this 21st day of March, A.D. 2013 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 President 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.

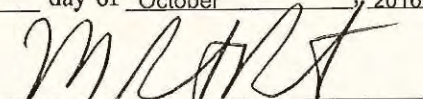




Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

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 3<sup>rd</sup> day of October, 2016, A.D.

  
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 8:00 am and 5:00 pm CST.

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 **Santa Clara**

On \_\_\_\_\_ 20\_\_, before me, \_\_\_\_\_ a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person 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 OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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 **Santa Clara**

On \_\_\_\_\_ 20\_\_, before me, \_\_\_\_\_ a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person 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 OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

# CALIFORNIA ALL-PURPOSE 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 San Diego

On October 3, 2016 before me, Ruth Alonso, Notary Public

personally appeared David Melman

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.

Ruth Alonso

Signature of Notary

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

- ☐ PARTNER(S)  
☐ MEMBER of LLC  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SureTec Insurance Company

### DESCRIPTION OF ATTACHED DOCUMENT

Bond No. 4409442  
Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

**EXHIBIT "C"**  
**LABOR AND MATERIAL BOND**  
**(100% of Engineer's Estimate)**

Bond No.: 4409442  
Premium: Premium is included in  
Performance Bond.

Whereas, the City Council of the City of Morgan Hill, State of California, and [ENTER PROPERTY OWNER NAME] (hereinafter designated as "the principal") have entered into an Improvement Agreement:

**NUEVA VISTA, LLC**  
**18215 HALE AVENUE, MORGAN HILL, CA**  
**APN 76432057**  
**PSYNERGY PROGRAMS**

whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated \_\_\_\_\_, 20\_\_\_\_\_, and identified as project **PSYNERGY PROGRAMS**, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Morgan Hill 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.

Now, therefore, the principal and the undersigned as corporate surety, and their successors and assigns are held firmly bound unto the City of Morgan Hill and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of **two hundred thirteen thousand six hundred sixty dollars (\$213,660)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Morgan Hill in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety's office is located at 3033 5th Ave, Ste 300, San Diego, CA 92103  
Telephone No. (619) 400-4100 the Surety is licensed to do business in the State of California; and  
the California Insurance Agent's License No., address, and telephone number as follows:

License No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

The following non-resident agent, if any, for the Surety is a party to the transaction:

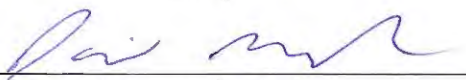
Name of non-resident agent: \_\_\_\_\_,  
Non-resident agent's office address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition  
to the terms of the agreement or the specifications accompanying the same shall in any manner  
affect its obligations on this bond, and it does hereby waive notice of any such change,  
extension, alteration, or addition.

Executed this 3rd day of October 20 16 .

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
Nueva Vista, LLC  
Principal

By: SureTec Insurance Company  
Surety

By:   
David Melman-Attorney-in Fact

By: \_\_\_\_\_  
California Resident Agent

By: \_\_\_\_\_  
Non-resident Agent - Attorney-in-Fact  
APPROVED AS TO BONDING COMPANY:

\_\_\_\_\_  
City Engineer

Date: \_\_\_\_\_  
APPROVED AS TO FORM:  
By: \_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

(Acknowledgment on following page.)

# 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

Ron H. Ballard, Gloria S. Becerra, Dave B. Roalkvam, David Melman, Albert Espino, Arianne Adair

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:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, 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 shall continue in force until 05/18/17 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

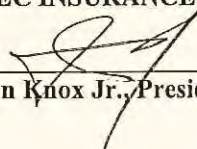
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the 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 President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

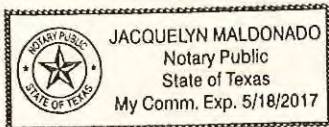
By:   
John Knox Jr., President

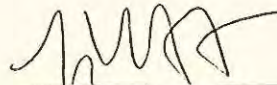
State of Texas  
County of Harris

ss:



On this 21st day of March, A.D. 2013 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 President 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.

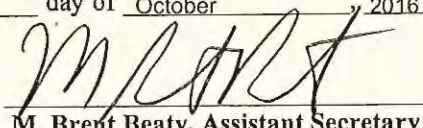




Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

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 3<sup>rd</sup> day of October, 2016, A.D.

  
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 8:00 am and 5:00 pm CST.

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 Santa Clara

On \_\_\_\_\_ 20\_\_, before me, \_\_\_\_\_ a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person 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 OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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State of California  
County of Santa Clara

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WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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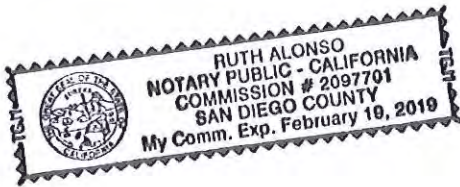
State of California

County of San Diego

On October 3, 2016 before me, Ruth Alonso, Notary Public

personally appeared David Melman

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.

Ruth Alonso

Signature of Notary

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

- ☐ PARTNER(S)  
☐ MEMBER of LLC  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

Bond No. 4409442

Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SureTec Insurance Company