

AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 19951

WHEREAS the undersigned Subdivider/Developer (herein "Subdivider"), has submitted its Final Map for the above-referenced project to the County of San Bernardino (hereinafter "County") for approval; and

WHEREAS Subdivider has not completed all of the work, or made all of the improvements required by Title 8 of the County Code or such other ordinances of County requiring construction of improvements in conjunction with land divisions, subdivisions, and the like, hereinafter collectively referred to as "said ordinance"; and

WHEREAS Subdivider desires to enter into an agreement to provide for the completion of the work and making of the improvements and to furnish security for the performance of this agreement and to guarantee the work for a period of one year following the completion and final acceptance by the County in accordance with the provisions of said ordinance and County Code;

NOW THEREFORE, in consideration of the approval of said Final Map by County, and as a condition of such approval, Subdivider promises and agrees at Subdivider's own expense to do all of the work and make all of the improvements required by said ordinance as follows:

1. The list of work and improvements as shown on Page 4 hereof is only a general designation of the work and improvements and is not intended to limit the work required on the approval of amended plans and specifications referred to in Paragraph 2 below.

2. All of said work shall be done and improvements made and completed which are shown on and in strict compliance with applicable plans and specifications and any subsequent alterations thereto. Any subsequent alterations in said plans and specifications and the work to be performed may be accomplished without first giving prior notice thereof to Surety, unless the estimated cost of any changes or alterations in said work exceeds ten percent (10%) of the original estimated cost of the improvements, then the consent of the Surety shall be obtained. Absent such consent, the Surety's obligations shall not exceed the cost of improvements to be constructed under the originally approved plans prior to any alteration. In no event shall any alteration result in exonerating the Surety's obligations.

3. All work required in this agreement shall be completed and improvements made within two (2) years from the date of this agreement, unless such time is extended by County upon written application of Subdivider. Subdivider shall maintain the work performed and the improvements in accordance with this agreement for one (1) year following the completion and final acceptance by the County of the work and improvements.

4. The making of an application for an extension of time by Subdivider shall, upon the granting of the application by County, constitute a waiver by Subdivider of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by County within a period of four (4) years immediately following the date to which the time of performance is extended.

5. Subdivider further agrees that any and all grading done or to be done in conjunction with the development of said project shall conform to the requirements of the San Bernardino County Code and any other applicable ordinances regulating excavations and fills (e.g., grading regulations) and shall be completed within the period of time described above and prior to the acceptance by or on behalf of the County of the work and improvements, in order that the improvements will not be endangered by improper drainage or other hazards.

6. Subdivider promises and agrees to maintain all of:

AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 19951

A. Road and Drainage: Repair of pavement, curbs, gutters, sidewalks, parkways, drainage facilities, and removal of debris from drainage facilities, sweeping, repairing and maintaining in good and safe condition all streets and street improvements.

B. Sewer System: Repair of sewer system, and removal of debris from sewer system; repairing and maintaining in good and safe condition all sewer system improvements.

C. Water System: Repair and/or removal of debris from the water system; repairing and maintaining in good and safe condition the water system improvements.

D. It shall be Subdivider's responsibility to initiate the work described in this Paragraph.

1. If Subdivider should fail to do so Subdivider shall promptly perform such maintenance when notified to do so by the County Director of Public Works.

2. Upon failure of Subdivider to properly maintain, County may do all necessary work required by this Paragraph, the cost thereof being chargeable to Subdivider under this agreement.

7. Subdivider agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement from any cause whatsoever prior to final acceptance by the County of all the work and improvements constructed under this agreement, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Subdivider's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

8. If Subdivider fails to install all or any part of the improvements required by this agreement within the time set forth herein, or fails to comply with any other obligation contained herein, Subdivider shall be liable to the County for any administrative expenses and attorney's fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in bringing any action for damages or for any other remedies permitted by law.

9. Upon default of any obligation hereunder, and at any time after any such default, County may make written demand upon Subdivider to immediately remedy the default or complete the work.

A. If said remedial activities or completion of work are not commenced within seven (7) days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within thirty (30) days after the making of such demand (or such other time as may be contained in said demand), County may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of County may be required, all at the full expense and obligation of Subdivider and all without the necessity of giving any further notice to Subdivider before County performs or arranges for performance of any remaining work or improvements, and whether or not Subdivider has constructed any of the required improvements at the time.

B. In the event County elects to complete or arrange for completion of remaining work and improvements, the County may require all work by Subdivider to cease in order to permit adequate coordination by the County for completing any remaining work and improvements.

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10. All work and improvements done pursuant to this agreement shall conform to the standards applicable at the time the work is actually commenced.

11. Should Subdivider fail to commence or complete improvements required by this agreement, then County may elect, as permitted by law, to revert subdivided property to acreage. In this event, the cost of the processing of the property back to acreage shall be paid directly by Subdivider and shall be secured by the securities required by this agreement.

12. Subdivider shall provide security in amounts as shown on Page 4 hereof to:

A. Guarantee performance under this agreement.

B. Guarantee payment to any contractors, subcontractors, and persons furnishing labor, materials and equipment to them for the performance of the work herein described.

C. Guarantee the work for a period of one year following completion and final acceptance thereof by County against any defective work or labor done, or defective materials furnished.

13. Subdivider acknowledges and agrees to County regulations governing signs and advertising structures.

A. Subdivider agrees and consents to removal by County of all signs erected, placed, or situated in violation of any County ordinance governing size, location, or required permits.

B. Removal shall be at the expense of the Subdivider and Subdivider shall indemnify, defend (with counsel reasonably approved by County) and hold harmless the County from any and all claim, action or demand arising out of or incurred as a result of such removal, consistent with the provisions set forth in Paragraph 7 above.

C. Subdivider agrees that said signs may be erected only pursuant to a permit issued by the County upon payment of necessary fees or deposits.

14. Subdivider agrees to immediately notify Surety and County of any transfer of subject tract or of any interest therein whether voluntary or involuntary and agrees to condition any voluntary transfer of the tract upon prior assumption of the obligations contained herein by the transferee in a form approved by County. Failure to comply with the terms of this section shall give County the right, upon twenty (20) days notice to Subdivider and Surety, to declare a default and thereafter pursue any action for damages or for any other remedies permitted by law.

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 19951**

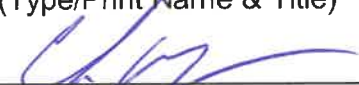
(I) Work and improvements shall consist of:

Construction of Road and Drainage Improvements as shown on the Street Improvement Plans for **TRACT NO. 19951**, located in the **Redlands** area, approved by **San Bernardino County Land Use Services Department** on **June 19, 2020**.

(II) (Security)	Performance	<u>\$1,222,000.00</u>
	Labor and Material	<u>\$611,000.00</u>
	Other: Guarantee/Warranty	<u>\$305,500.00</u>

Said securities shall be in the form Bond
(Cash, Bond, Instrument of Credit, etc.)

PRINCIPAL: Duke Realty Limited Partnership
(Print/Type Name & Title)

<u>Christopher Burns, Regional Sr.VP.</u> (Type/Print Name & Title)	ADDRESS: <u>200 Spectrum Center Drive</u>
 (Notarized Signature)	<u>Suite 1600</u>
	<u>Irvine, CA 92618</u>

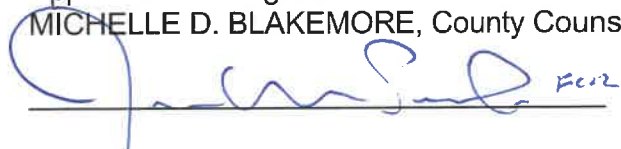
<u>(Type/Print Name & Title)</u>	PHONE: <u>(949) 797.7068</u>
<u>(See attached Acknowledgement)</u> (Notarized Signature)	

COUNTY OF SAN BERNARDINO

Date of Agreement _____ By: _____
Curt Hagman, Chairman, Board of Supervisors

ATTEST:

Signed and Certified that a copy of this document has been delivered to the Chairman of the Board
LYNNA MONELL
Clerk of the Board of Supervisors of the County of San Bernardino

Approved as to legal form
MICHELLE D. BLAKEMORE, County Counsel

Date June 24, 2020

By: _____
(Deputy)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

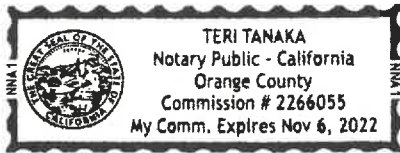
State of California

County of Orange

On June 24, 2020 before me, Teri Tanaka, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Christopher Burns
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Teri Tanaka
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

**DUKE REALTY CORPORATION
DUKE REALTY LIMITED PARTNERSHIP**

**RESOLUTIONS ADOPTED BY
THE BOARD OF DIRECTORS**

April 25, 2018

Resolution Concerning the Appointment of Officers

WHEREAS, Duke Realty Corporation, an Indiana corporation (the “Company”), is (i) the general partner of Duke Realty Limited Partnership, an Indiana limited partnership (the “Partnership”), (ii) the managing member of Duke Realty Services, LLC, an Indiana limited liability company (“DRSLLC”), and (iii) the general partner of Duke Realty Services Limited Partnership, an Indiana limited partnership (“DRSLP”);

WHEREAS, the Company’s Board of Directors (the “Board”) has determined that it is desirable and in the best interests of the Company for the Board to appoint officers of the Company who will have the authority to act on behalf of and bind the Company, the Partnership, DRSLLC and DRSLP;

WHEREAS, Section 6.01 of the Fifth Amended and Restated Bylaws (the “Bylaws”) of the Company provides that the Board shall elect such officers as it shall deem necessary at each annual meeting of directors and Section 6.03 of the Bylaws provides that the Board may fill any vacancy in office resulting from any cause;

NOW, THEREFORE, BE IT RESOLVED that, based on the recommendation of the Chief Executive Officer, the following persons be elected as officers, effective April 25, 2018 (unless otherwise specified below), to hold office at the pleasure of the Board and until their successors are duly elected and qualified, unless sooner removed as provided by applicable law:

<u>Name</u>	<u>Title</u>
James B. Connor	Chairman and Chief Executive Officer
Mark A. Denien	Executive Vice President and Chief Financial Officer
Steven W. Schnur	Senior Regional Executive Vice President
Peter D. Harrington	Executive Vice President, Construction
J. Samuel O’Briant	Executive Vice President, Eastern Region
Jeffrey D. Turner	Executive Vice President, Western Region
Nicholas C. Anthony	Executive Vice President, Chief Investment Officer
Ann C. Dee	Executive Vice President, General Counsel and Corporate Secretary
Christopher M. Burns	Regional Senior Vice President, Southern California
J. Christopher Brown	Senior Vice President, Southeast Region

Name

Edward P. Mitchell
Ryan T. O'Leary

Jeffrey D. Palmquist
Charles E. Podell
Jeff D. Thornton
James E. Clemo

Denise K. Dank
Mark J. Milnamow
Jeffrey D. Behm

Jeffrey O. Caplinger
Todd A. Johnson
Daniel P. MacNeil
Paul W. Meyer
Patrick J. Walsh
Victoria L. Bronson
Paul R. DeFonce
Neal A. Lewis
Anthony J. Powell
Tracy D. Swearingen
Mark E. Crawford
Paul J. Jones
Mark Van Horn
Douglas E. Greer
Richard J. Hayes
Angela Hsu
Tammi D. Parker
Lisa M. Starceovich
Christopher L. Donovan
Ronald M. Hubbard
Veronica G. Locker
Laura A. Sylak
Jenny E. Bean
Gregory N. Czarnik
Blaine J. Paul
Donald R. Oldham Jr. (for amounts
less than \$25,000)
Lisa M. Spitz (for amounts less than
\$25,000)
Jeffery A. Gardner (for amounts less
than \$25,000)

Title

Senior Vice President, Florida Region
Senior Vice President, Chicago, St. Louis,
Minneapolis
Senior Vice President, Northeast Region
Senior Vice President, Indiana and Ohio Region
Senior Vice President, Texas Region
Senior Vice President, Real Estate Operations
Manager
Chief Human Resources Officer
Chief Accounting Officer
Senior Vice President, Acquisitions and
Dispositions
Senior Vice President, Maintenance Operations
Senior Vice President, Construction
Senior Vice President, Construction
Senior Vice President, Construction
Senior Vice President, Construction
Senior Vice President, Marketing
Senior Vice President, Information Technology
Senior Vice President, Taxation
Senior Vice President, Financial Analysis
Senior Vice President, Taxation
Vice President, Acquisitions and Dispositions
Vice President, Acquisitions and Dispositions
Vice President, Administrative Services
Vice President, Legal and Assistant Secretary
Vice President, Legal and Assistant Secretary
Vice President, Legal and Assistant Secretary
Vice President, Legal and Assistant Secretary
Vice President, Legal and Assistant Secretary
Vice President, Treasurer and Capital Markets
Vice President, Investor Relations
Vice President, Internal Audit
Vice President, Human Resources
Vice President, Human Resources
Vice President, Construction Systems
Vice President, Development Services
Vice President, Information Technology
Vice President, Information Technology
Tech Services Manager

FURTHER RESOLVED, that each of the officers set forth above is hereby authorized to act on behalf of and bind (i) the Company and (ii) (a) through the Company in its capacity as general partner, the Partnership; (b) through the Company in its capacity as managing member, DRSLLC; and (c) through the Company in its capacity as general partner, DRSLP;

FURTHER RESOLVED, that each of the officers set forth above shall have such additional powers and duties as established by the Chief Executive Officer and any other powers and duties that may be established by the Board from time to time;

FURTHER RESOLVED, that the Chief Executive Officer may appoint one or more subordinate officers or assistant officers as are deemed necessary from time to time;

FURTHER RESOLVED, that, based on the recommendation of the Chief Executive Officer, in addition to the officers set forth above, the persons holding the Regional Vice President of Operations position and the Vice President, Construction position within the Company's Construction Department are authorized to award and execute individual vendor agreements exceeding \$5 million in value on behalf of the Company, the Partnership, DRSLLC and DRSLP;

FURTHER RESOLVED, that, based on the recommendation of the Chief Executive Officer, in addition to the officers set forth above, the persons holding the following positions within the Company's Construction Department are authorized to award and execute vendor agreements of up to \$5 million in value (including change orders) on behalf of the Company, the Partnership, DRSLLC and DRSLP:

Construction Operations Manager
Director, Pre-construction
Development Services Director
Project Manager
Pre-construction Manager
Development Services Manager

FURTHER RESOLVED, that, based on the recommendation of the Chief Executive Officer, in addition to the officers set forth above, the persons holding the following positions within the Company's Real Estate Operations and Property Management Groups have the authority to award and execute service agreements on behalf of the Company, the Partnership, DRSLLC and DRSLP for matters within their assigned areas of responsibility:

For individual service agreements up to \$50,000.00 in value (including change orders)

Vice President, Regional Asset Management
Vice President, Asset Management & Customer Service
Assistant Vice President, Property Management

For individual service agreements up to \$10,000.00 in value (including change orders)

Senior Property Manager
Property Manager

FURTHER RESOLVED, that the officers set forth above are hereby authorized to do and perform, or cause to be done and performed, all such other acts, deeds and things, including the expenditure of reasonable monies, and to negotiate, make, execute, deliver, or cause to be made, executed, delivered and recorded, all such agreements, undertakings, documents, instruments and certificates in the name and on behalf of the Company, the Partnership, DRSLLC or DRSLP or otherwise as such officers may deem necessary, appropriate or expedient to effect the transactions contemplated herein, and to otherwise carry out fully the purpose and intent of the foregoing resolutions;

FURTHER RESOLVED, that any and all actions heretofore taken by the officers set forth above on behalf of the Company, the Partnership, DRSLLC and DRSLP are hereby confirmed, ratified and approved.

[Signature]

LABOR AND MATERIAL BOND
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 19951

WHEREAS, the Board of Supervisors of the County of San Bernardino, State of California, and Duke Realty Limited Partnership (hereinafter designated as "the principal") have entered into an agreement whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as Agreement for Construction of Improvements **TRACT NO. 19951**, 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 County of San Bernardino to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the principal and the undersigned as corporate surety, are held firmly bound unto the County of San Bernardino and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **SIX HUNDRED ELEVEN THOUSAND DOLLARS (\$611,000.00)**, 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 County of San Bernardino 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 3 (commencing with Section 9000) of Part 6 of Division 4 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 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.

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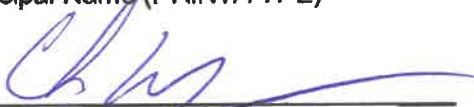
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LABOR AND MATERIAL BOND
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 19951

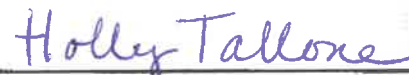
In witness whereof, this instrument has been duly executed by the principal and surety above named, on June 23, 2020.

Duke Realty Limited Partnership
Principal Name (PRINT/TYPE)


Signature (MUST BE NOTARIZED)

Western Surety Company

Surety Name (PRINT/TYPE)


Signature (MUST BE NOTARIZED)

Holly Tallone Attorney-in-Fact

**Name of Person That Can Accept
Service on Behalf of Surety (Print/Type)**

751 Arbor Way, Suite 250

Blue Bell, PA 19422

Address Where Service Can Be Made

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On June 24, 2020 before me, Teri Tanaka, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Christopher Burns

Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Teri Tanaka

Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Pennsylvania

County of Montgomery



On June 23, 2020 before me, Tammy L. Orehek, Notary Public

Date

Name and Title of Notary

personally appeared Holly Tallone, Attorney-in-Fact

Name and or Names of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Tammy L. Orehek
Tammy L. Orehek Notary Public Signature

Commonwealth of Pennsylvania-Notary Seal
 Tammy L. Orehek, Notary Public
 Montgomery County
 My Commission Expires February 21, 2024
 Commission Number 1364517

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

FAITHFUL PERFORMANCE BOND
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 19951

WHEREAS, the County of San Bernardino, State of California and Duke Realty Limited Partnership hereinafter referred to as "Principal", have entered into a subdivision agreement (hereinafter agreement) whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as Agreement for Construction of Improvements, Tract No. 19951 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, and to guarantee the work for a period of one year;

NOW, THEREFORE, we, the Principal and Western Surety Company whose place of business is 151 N. Franklin St. Chicago, IL 60606, a corporation organized and doing business under and by virtue of the laws of the State of South Dakota, and duly licensed by the State of California for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the County of San Bernardino, in the sum of **ONE MILLION TWO HUNDRED TWENTY TWO THOUSAND DOLLARS (\$1,222,000.00)**, 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 condition of this obligation is such that if the above bounded principal, their or its heirs, executors, administrators, successors, or assigns, shall in all things stand to or 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 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 County of San Bernardino, its officers, agents and employees as therein stipulated, then this obligation shall be come null and void; otherwise it shall be and remain in full force and effect.

The Surety and Principal further agree that in the event the work and improvements are not commenced or completed within the time allowed by the said agreement or any extensions thereof as may be granted by the County of San Bernardino, they shall be jointly and severally liable to the County for any and all costs incurred by the County in completing the required improvements; including any administrative expenses and attorney's fees incurred in obtaining completion of the required improvements or any such fees and expenses incurred in bringing any action for damages or for any other remedies permitted by law.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of San Bernardino in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 19951

The Surety and Principal further agree that twenty five percent of the face amount of this bond will remain in effect and continue after completion and acceptance of the work and improvements by the County of San Bernardino for one year from the date of acceptance to guarantee said improvements against any defective work or labor done, or defective materials furnished, in performance of the contract with the County of San Bernardino.

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

IN WITNESS WHEREOF, said Principal and said Surety have caused this performance bond to be duly executed this 23rd day of June, 2020.

Duke Realty Limited Partnership

Principal Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

Western Surety Company

Surety Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

Holly Tallone Attorney-in-Fact

Name of Person That Can Accept
Service on Behalf of Surety (Print/Type)

751 Arbor Way, Suite 250

Blue Bell, PA 19422

Address Where Service Can Be Made

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Pennsylvania

County of Montgomery

On June 23, 2020 before me, Tammy L. Orehek, Notary Public

personally appeared Holly Tallone, Attorney-in-Fact

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Tammy L. Orehek Notary Public Signature

Commonwealth of Pennsylvania-Notary Seal
Tammy L. Orehek, Notary Public
Montgomery County
My Commission Expires February 21, 2024
Commission Number 1364517

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On June 24, 2020 before me, Teri Tanaka, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Christopher Burns
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Teri Tanaka
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Gary J Giuliatti, Douglas P Irvin, William B Bridgman, Holly L Lynch, Kathleen M Coen, Mary C Mc Ginn, Holly Tallone, Louis J Bensinger, Tammy L Orehek, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of March, 2020.



WESTERN SURETY COMPANY

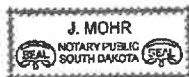
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of June, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	\$ 1,943,152,245
Stocks	27,166,227
Cash, cash equivalents, and short-term investments	27,903,793
Receivables for securities	-
Investment income due and accrued	17,854,019
Premiums and considerations	56,706,652
Amounts recoverable from reinsurers	1,307,522
Current federal and foreign income tax recoverable and interest hereon	2,678,469
Net deferred tax asset	11,798,536
Receivable from parent, subsidiaries, and affiliates	12,821,583
Other assets	601
Total Assets	<u><u>\$ 2,101,389,646</u></u>

LIABILITIES AND SURPLUS

Losses	\$ 206,051,147
Loss adjustment expense	52,124,445
Commissions payable, contingent commissions and other similar charges	9,862,381
Other expenses (excluding taxes, license and fees)	3,624
Taxes, License and fees (excluding federal and foreign income taxes)	3,875,999
Federal and foreign income taxes payable	-
Unearned premiums	248,521,840
Advance premiums	6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)	1,673,524
Amounts withheld or retained by company for account of others	5,332,206
Provision for reinsurance	290,516
Payable to parent, subsidiaries and affiliates	2905
Payable on security transactions	-
Other liabilities	97,836
Total Liabilities	<u><u>\$ 533,948,430</u></u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	<u>1,283,369,380</u>
Surplus as regards policyholders	<u>\$ 1,567,441,217</u>

Total Liabilities and Capital

\$ 2,101,389,646

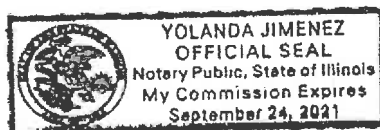
I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy Smith Senior Vice President

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires:



By Yolanda Jimenez Notary Public

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the
laws of SOUTH DAKOTA, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day
of MARCH, 1975, I have hereunto set
my hand and caused my official seal to be affixed this 21ST
day of MARCH, 1975.

Fee

Rec. No.

Filed

By

WESLEY J. KINDER
Insurance Commissioner


Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**DUKE REALTY CORPORATION
DUKE REALTY LIMITED PARTNERSHIP**

**RESOLUTIONS ADOPTED BY
THE BOARD OF DIRECTORS**

April 25, 2018

Resolution Concerning the Appointment of Officers

WHEREAS, Duke Realty Corporation, an Indiana corporation (the “Company”), is (i) the general partner of Duke Realty Limited Partnership, an Indiana limited partnership (the “Partnership”), (ii) the managing member of Duke Realty Services, LLC, an Indiana limited liability company (“DRSLLC”), and (iii) the general partner of Duke Realty Services Limited Partnership, an Indiana limited partnership (“DRSLP”);

WHEREAS, the Company’s Board of Directors (the “Board”) has determined that it is desirable and in the best interests of the Company for the Board to appoint officers of the Company who will have the authority to act on behalf of and bind the Company, the Partnership, DRSLLC and DRSLP;

WHEREAS, Section 6.01 of the Fifth Amended and Restated Bylaws (the “Bylaws”) of the Company provides that the Board shall elect such officers as it shall deem necessary at each annual meeting of directors and Section 6.03 of the Bylaws provides that the Board may fill any vacancy in office resulting from any cause;

NOW, THEREFORE, BE IT RESOLVED that, based on the recommendation of the Chief Executive Officer, the following persons be elected as officers, effective April 25, 2018 (unless otherwise specified below), to hold office at the pleasure of the Board and until their successors are duly elected and qualified, unless sooner removed as provided by applicable law:

<u>Name</u>	<u>Title</u>
James B. Connor	Chairman and Chief Executive Officer
Mark A. Denien	Executive Vice President and Chief Financial Officer
Steven W. Schnur	Senior Regional Executive Vice President
Peter D. Harrington	Executive Vice President, Construction
J. Samuel O'Briant	Executive Vice President, Eastern Region
Jeffrey D. Turner	Executive Vice President, Western Region
Nicholas C. Anthony	Executive Vice President, Chief Investment Officer
Ann C. Dee	Executive Vice President, General Counsel and Corporate Secretary
Christopher M. Burns	Regional Senior Vice President, Southern California
J. Christopher Brown	Senior Vice President, Southeast Region

Name

Edward P. Mitchell
Ryan T. O'Leary

Jeffrey D. Palmquist
Charles E. Podell
Jeff D. Thornton
James E. Clemo

Denise K. Dank
Mark J. Milnamow
Jeffrey D. Behm

Jeffrey O. Caplinger
Todd A. Johnson
Daniel P. MacNeil
Paul W. Meyer
Patrick J. Walsh
Victoria L. Bronson
Paul R. DeFonce
Neal A. Lewis
Anthony J. Powell
Tracy D. Swearingen
Mark E. Crawford
Paul J. Jones
Mark Van Horn
Douglas E. Greer
Richard J. Hayes
Angela Hsu
Tammi D. Parker
Lisa M. Starcevich
Christopher L. Donovan
Ronald M. Hubbard
Veronica G. Locker
Laura A. Sylak
Jenny E. Bean
Gregory N. Czarnik
Blaine J. Paul
Donald R. Oldham Jr. (for amounts
less than \$25,000)
Lisa M. Spitz (for amounts less than
\$25,000)
Jeffery A. Gardner (for amounts less
than \$25,000)

Title

Senior Vice President, Florida Region
Senior Vice President, Chicago, St. Louis,
Minneapolis
Senior Vice President, Northeast Region
Senior Vice President, Indiana and Ohio Region
Senior Vice President, Texas Region
Senior Vice President, Real Estate Operations
Manager
Chief Human Resources Officer
Chief Accounting Officer
Senior Vice President, Acquisitions and
Dispositions
Senior Vice President, Maintenance Operations
Senior Vice President, Construction
Senior Vice President, Construction
Senior Vice President, Construction
Senior Vice President, Construction
Senior Vice President, Marketing
Senior Vice President, Information Technology
Senior Vice President, Taxation
Senior Vice President, Financial Analysis
Senior Vice President, Taxation
Vice President, Acquisitions and Dispositions
Vice President, Acquisitions and Dispositions
Vice President, Administrative Services
Vice President, Legal and Assistant Secretary
Vice President, Legal and Assistant Secretary
Vice President, Legal and Assistant Secretary
Vice President, Legal and Assistant Secretary
Vice President, Legal and Assistant Secretary
Vice President, Treasurer and Capital Markets
Vice President, Investor Relations
Vice President, Internal Audit
Vice President, Human Resources
Vice President, Human Resources
Vice President, Construction Systems
Vice President, Development Services
Vice President, Information Technology
Vice President, Information Technology
Tech Services Manager

FURTHER RESOLVED, that each of the officers set forth above is hereby authorized to act on behalf of and bind (i) the Company and (ii) (a) through the Company in its capacity as general partner, the Partnership; (b) through the Company in its capacity as managing member, DRSLLC; and (c) through the Company in its capacity as general partner, DRSLP;

FURTHER RESOLVED, that each of the officers set forth above shall have such additional powers and duties as established by the Chief Executive Officer and any other powers and duties that may be established by the Board from time to time;

FURTHER RESOLVED, that the Chief Executive Officer may appoint one or more subordinate officers or assistant officers as are deemed necessary from time to time;

FURTHER RESOLVED, that, based on the recommendation of the Chief Executive Officer, in addition to the officers set forth above, the persons holding the Regional Vice President of Operations position and the Vice President, Construction position within the Company's Construction Department are authorized to award and execute individual vendor agreements exceeding \$5 million in value on behalf of the Company, the Partnership, DRSLLC and DRSLP;

FURTHER RESOLVED, that, based on the recommendation of the Chief Executive Officer, in addition to the officers set forth above, the persons holding the following positions within the Company's Construction Department are authorized to award and execute vendor agreements of up to \$5 million in value (including change orders) on behalf of the Company, the Partnership, DRSLLC and DRSLP:

Construction Operations Manager
Director, Pre-construction
Development Services Director
Project Manager
Pre-construction Manager
Development Services Manager

FURTHER RESOLVED, that, based on the recommendation of the Chief Executive Officer, in addition to the officers set forth above, the persons holding the following positions within the Company's Real Estate Operations and Property Management Groups have the authority to award and execute service agreements on behalf of the Company, the Partnership, DRSLLC and DRSLP for matters within their assigned areas of responsibility:

For individual service agreements up to \$50,000.00 in value (including change orders)

Vice President, Regional Asset Management
Vice President, Asset Management & Customer Service
Assistant Vice President, Property Management

For individual service agreements up to \$10,000.00 in value (including change orders)

Senior Property Manager
Property Manager

FURTHER RESOLVED, that the officers set forth above are hereby authorized to do and perform, or cause to be done and performed, all such other acts, deeds and things, including the expenditure of reasonable monies, and to negotiate, make, execute, deliver, or cause to be made, executed, delivered and recorded, all such agreements, undertakings, documents, instruments and certificates in the name and on behalf of the Company, the Partnership, DRSLLC or DRSLP or otherwise as such officers may deem necessary, appropriate or expedient to effect the transactions contemplated herein, and to otherwise carry out fully the purpose and intent of the foregoing resolutions;

FURTHER RESOLVED, that any and all actions heretofore taken by the officers set forth above on behalf of the Company, the Partnership, DRSLLC and DRSLP are hereby confirmed, ratified and approved.