

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS**  
**PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 20267**

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**  
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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.

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF 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.

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(I) Work and improvements shall consist of:

Construction of Road and Drainage Improvements as shown on the Street Improvement Plans for **TRACT NO. 20267**, located in the **Montclair** area, approved by **San Bernardino County Land Use Services Department** on **March 31, 2020**.

(II) (Security)	Performance	<b><u>\$81,000.00</u></b>
	Labor and Material	<b><u>\$40,500.00</u></b>
	Other: Guarantee/Warranty	<b><u>\$8,100.00</u></b>

Said securities shall be in the form \_\_\_\_\_ Bond No. 0700266  
(Cash, Bond, Instrument of Credit, etc.)

**PRINCIPAL:** \_\_\_\_\_ Mission 42, LLC - Kathleen A. Garvey, Managing Partner  
(Print/Type Name & Title)

Kathleen A. Garvey, Managing Partner

(Type/Print Name & Title)

(Notarized Signature)

(Type/Print Name & Title)

(Notarized Signature)

**ADDRESS:**

Mission 42, LLC

510 W. Citrus Edge Street

Glendora, CA 91740

**PHONE:** (626) 914-1943

COUNTY OF SAN BERNARDINO

Date of Agreement **JUN 23 2020**

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

By: \_\_\_\_\_  
(Deputy)

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

\_\_\_\_\_ for Jason Searles  
Date **4/23/2020**

California All-Purpose  
Certificate of Acknowledgement

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

State of California

County of Los Angeles

On April 7, 2020, before me, Haydee Alvarez - Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kathleen A. Garvey,  
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Seal)

**OPTIONAL INFORMATION**

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

**Description of Attached Document**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

**Capacity Claimed By The Signer**

☐ Individual (s)

☐ Corporate Officer

\_\_\_\_\_  
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other: \_\_\_\_\_

**Additional Information**

☐ Additional Signer(s)

☐ Signer(s) Thumbprint(s)

☐ Other

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

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

Right Thumbprint  
of Signer

Right Thumbprint  
of Signer

Bond Number: 0700266  
Premium: \$1,477.00  
First Term Fully Earned  
Executed In Four (4) Counterparts

**FAITHFUL PERFORMANCE BOND**

**PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 20267**

WHEREAS, the County of San Bernardino, State of California and Mission 42, LLC 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 JUNE 23, 2022, and identified as Agreement for Construction of Improvements, **Tract No. 20267** 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 HARCO National Insurance Company whose place of business is 702 Oberlin Road, Raleigh, NC 27605, a corporation organized and doing business under and by virtue of the laws of the State of Illinois, 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 **EIGHTY ONE THOUSAND DOLLARS (\$81,000.00)**, 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. 20267**

The Surety and Principal further agree that ten 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 6th day of April, 2020.

Mission 42, LLC

Kathleen A. Garvey, Managing Partner

Principal Name (PRINT/TYPE)

  
Signature (MUST BE NOTARIZED)

HARCO National Insurance Company

Surety Name (PRINT/TYPE)

  
Signature (MUST BE NOTARIZED)

William Syrkin, Attorney-In-Fact

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

2400 East Katella Avenue, Suite 250

Anaheim, CA 92806

Address Where Service Can Be Made

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0700266

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

REBECCA HAAS-BATES, RICHARD ADAIR, OWEN M. BROWN, WILLIAM SYRKIN

Irvine, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents  
on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 06, 2020

A01115

Irene Martins, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )

County of Los Angeles )

On April 6, 2020 before me, C. L. Hernandez, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

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

Signer Is Representing: HARCO National Insurance Company

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  
Certificate of Acknowledgement

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

State of California

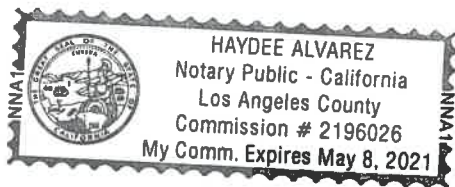
County of Los Angeles

On April 7, 2020, before me, Haydee Alvarez - Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kathleen A. Garvey,  
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Seal)

**OPTIONAL INFORMATION**

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**Description of Attached Document**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

**Capacity Claimed By The Signer**

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

**Additional Information**

- ☐ Additional Signer(s)  
☐ Signer(s) Thumbprint(s)  
☐ Other

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

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

Right Thumbprint  
of Signer

Right Thumbprint  
of Signer

**LABOR AND MATERIAL BOND**  
**PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 20267**

WHEREAS, the Board of Supervisors of the County of San Bernardino, State of California, and Mission 42, LLC (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 JUNE 23, 2022, and identified as Agreement for Construction of Improvements **TRACT NO. 20267**, 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 **FORTY THOUSAND FIVE HUNDRED DOLLARS (\$40,500.00)**, 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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**LABOR AND MATERIAL BOND**  
**PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT NO. 20267**

In witness whereof, this instrument has been duly executed by the principal and surety above named, on April 6, 2020.

Mission 42, LLC

Kathleen A. Garvey, Managing Partner

Principal Name (PRINT/TYPE)

  
Signature (MUST BE NOTARIZED)

HARCO National Insurance Company

Surety Name (PRINT/TYPE)

  
Signature (MUST BE NOTARIZED)

William Syrkin, Attorney-In-Fact

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

2400 East Katella Avenue, Suite 250

Anaheim, CA 92806

Address Where Service Can Be Made

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0700266

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

REBECCA HAAS-BATES, RICHARD ADAIR, OWEN M. BROWN, WILLIAM SYRKIN

Irvine, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 06, 2020

A01115

Irene Martins, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )

County of Los Angeles )

On April 6, 2020 before me, C. L. Hernandez, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared

William Syrkin

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

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

Signer Is Representing: HARCO National Insurance Company

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  
Certificate of Acknowledgement

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

State of California

County of Los Angeles

On April 7, 2020, before me, Haydee Alvarez - Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kathleen A. Garvey,  
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Seal)

**OPTIONAL INFORMATION**

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

**Description of Attached Document**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

**Capacity Claimed By The Signer**

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

**Additional Information**

- ☐ Additional Signer(s)  
☐ Signer(s) Thumbprint(s)  
☐ Other

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

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

Right Thumbprint  
of Signer

Right Thumbprint  
of Signer