

LABOR AND MATERIAL BOND Bond No. SU1166384-0000
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – PARCEL MAP NO. 19991

WHEREAS, the Board of Supervisors of the County of San Bernardino, State of California, and Bruce D. Kallen and Suzette C. Kallen, Trustees of the Kallen Family Revocable Living Trust No. 1 as to an undivided ½ interest and Juan Vasquez and Janice Vasquez, Trustees of the Juan and Janice Vasquez 1999 Revocable Trust, as to an undivided ½ interest, (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 **PARCEL MAP NO. 19991**, 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 **TWO HUNDRED FORTY THREE THOUSAND DOLLARS (\$243,000.00)**, 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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LABOR AND MATERIAL BOND
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – PARCEL MAP NO. 19991

In witness whereof, this instrument has been duly executed by the principal and surety above named, on October 16, 2020.

Bruce D. Kallen, Co-Trustee of The Kallen Family
Revocable Living Trust No. 1

Principal Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

Suzette C. Kallen, Co-Trustee of The Kallen Family
Revocable Living Trust No. 1

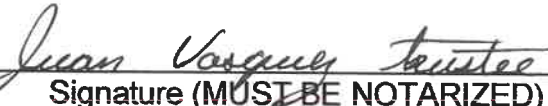
Principal Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

Juan Vasquez, Co-Trustee of the Juan & Janice
Vasquez 1999 Revocable Trust

Principal Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

Janice Vasquez, Co-Trustee of the Juan & Janice
Vasquez 1999 Revocable Trust

Principal Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

Arch Insurance Company

Surety Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

Aksel Firat Attorney-In_Fact

Aksel Firat

Name of Person that Can Accept
Service On Behalf of Surety (Print/Type)

8283 North Hayden Road, Suite 240

Scottsdale, AZ 85258

Address Where Service Can Be Made



ACKNOWLEDGMENT

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

State of California
County of San Bernardino)

On October 21, 2020 before me, Robert K St. Onge, Notary Public
(insert name and title of the officer)

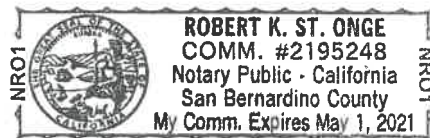
personally appeared Bruce D Kallen, Trustee and Suzette C Kallen, Trustee,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), 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

(Seal)



ACKNOWLEDGMENT

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

State of Illinois

County of Will,

On October 22, 2020 before me, Cecile T. Montiel

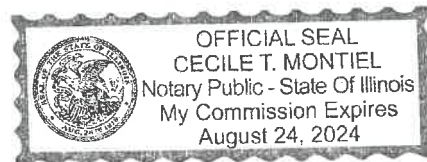
(insert name and title of the officer)

Personally appeared Juan Vasquez, trustee / Janna Vasquez, trustee

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 Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature Cecile T. Montiel (Seal)

STATE OF Arizona)

On this 16 day of October in the year 2020

COUNTY OF Maricopa) ss.

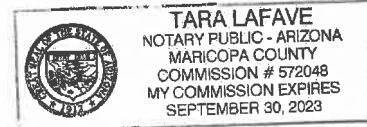
before me, Tara LaFave a

personally appeared AKSEL FIRAT

Notary Public, State of Arizona, duly commissioned and sworn,

basis of satisfactory evidence) to be the person(s) whose name 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.

WITNESS my hand and official seal.



(Seal)

Notary Public, State of Arizona

My commission expires 9-30-2023

STATE OF _____)

On this _____ day of _____ in the year _____,

COUNTY OF _____) ss.

before me, _____ a

personally appeared _____

Notary Public, State of _____, duly commissioned and sworn,

basis of satisfactory evidence) to be the person(s) whose name 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.

WITNESS my hand and official seal.

(Seal)

Notary Public, State of _____

My commission expires _____

STATE OF _____)

On this _____ day of _____ in the year _____,

COUNTY OF _____) ss.

before me, _____ a

personally appeared _____

Notary Public, State of _____, duly commissioned and sworn,

basis of satisfactory evidence) to be the person(s) whose name 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.

WITNESS my hand and official seal.

(Seal)

Notary Public, State of _____

My commission expires _____

STATE OF _____)

On this _____ day of _____ in the year _____,

COUNTY OF _____) ss.

before me, _____ a

personally appeared _____

Notary Public, State of _____, duly commissioned and sworn,

basis of satisfactory evidence) to be the person(s) whose name 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.

WITNESS my hand and official seal.

(Seal)

Notary Public, State of _____

My commission expires _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron M. West, Aksel Firat, Jennifer Halland, Kelli Linsted and Megan R. Runde of Scottsdale, AZ (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 9th day of September, 2020

Attested and Certified

Patrick K. Nails

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

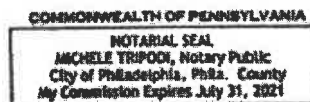


Arch Insurance Company

David M. Finkelstein

David M. Finkelstein, Executive Vice President

I, **Michele Tripodi**, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Patrick K. Nails**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated September 9, 2020** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16 day of October, 2020.

Patrick K. Nails

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

FAITHFUL PERFORMANCE BOND Bond No. SU1166383-0000
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – PARCEL MAP NO. 19991

WHEREAS, the County of San Bernardino, State of California and Bruce D. Kallen and Suzette C. Kallen, Trustees of The Kallen Family Revocable Living Trust No. 1 as to an undivided ½ interest and Juan Vasquez and Janice Vasquez, Trustees of the Juan & Janice Vasquez 1999 Revocable Trust, as to an undivided ½ interest, 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, **PARCEL MAP NO. 19991** 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 Arch Insurance Company
_____ whose place of business is 3 Parkway Suite 1500
Philadelphia, PA 19102, a corporation organized and doing business under and by virtue of the laws of the State of Missouri, 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 **FOUR HUNDRED EIGHTY SIX THOUSAND DOLLARS (\$486,000.00)**, 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 – PARCEL MAP NO. 19991

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 October 16 day of 2020.

Bruce D. Kallen, Co-Trustee of The Kallen Family
Revocable Living Trust No. 1

Principal Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

Arch Insurance Company
Surety Name (PRINT/TYPE)



Aksel Firat Attorney-In-Fact

Suzette C. Kallen, Co-Trustee of The Kallen Family
Revocable Living Trust No. 1

Principal Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

Aksel Firat

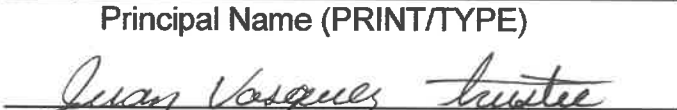
Name of Person that Can Accept
Service On Behalf of Surety (Print/Type)
8283 North Hayden Road, Suite 240

Scottsdale, AZ 85258

Address Where Service Can Be Made

Juan Vasquez, Co-Trustee of the Juan & Janice
Vasquez 1999 Revocable Trust

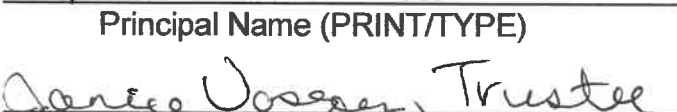
Principal Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

Janice Vasquez, Co-Trustee of the Juan & Janice
Vasquez 1999 Revocable Trust

Principal Name (PRINT/TYPE)



Signature (MUST BE NOTARIZED)

ACKNOWLEDGMENT

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

State of California
County of San Bernardino)

On October 21, 2020 before me, Robert K St. Onge, Notary Public
(insert name and title of the officer)

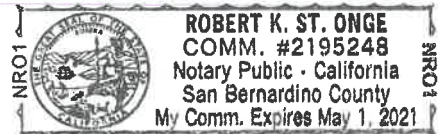
personally appeared Bruce D Kallen, Trustee and Suzette C Kallen, Trustee,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), 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

(Seal)



ACKNOWLEDGMENT

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

State of Illinois

County of Will,

On October 22, 2020 before me, Cecile T. Montiel
(insert name and title of the officer)

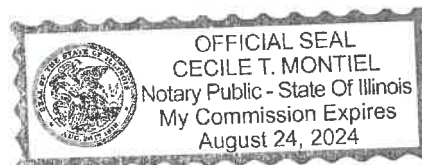
Personally appeared Juan Vasquez, trustee / Janice Vasquez, trustee

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 Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Cecile T. Montiel (Seal)



STATE OF Arizona)

On this 16 day of October in the year 2020,

) ss.

before me, Tara LaFave a

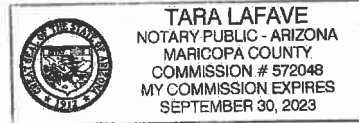
COUNTY OF Maricopa)

Notary Public, State of Arizona, duly commissioned and sworn,

personally appeared Aksei Firat

, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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.

WITNESS my hand and official seal.



(Seal)

Notary Public, State of Arizona

My commission expires 9-30-2023

STATE OF _____)

On this _____ day of _____ in the year _____,

) ss.

before me, _____ a

COUNTY OF _____)

Notary Public, State of _____, duly commissioned and sworn,

personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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.

WITNESS my hand and official seal.

(Seal)

Notary Public, State of _____

My commission expires _____

STATE OF _____)

On this _____ day of _____ in the year _____,

) ss.

before me, _____ a

COUNTY OF _____)

Notary Public, State of _____, duly commissioned and sworn,

personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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.

WITNESS my hand and official seal.

(Seal)

Notary Public, State of _____

My commission expires _____

STATE OF _____)

On this _____ day of _____ in the year _____,

) ss.

before me, _____ a

COUNTY OF _____)

Notary Public, State of _____, duly commissioned and sworn,

personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name 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.

WITNESS my hand and official seal.

(Seal)

Notary Public, State of _____

My commission expires _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron M. West, Aksel Firat, Jennifer Halland, Kelli Linsted and Megan R. Runde of Scottsdale, AZ (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 9th day of September, 2020

Attested and Certified

Patrick K. Nails

Patrick K. Nails, Secretary



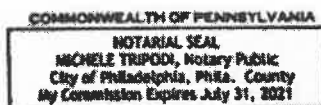
Arch Insurance Company

David M. Finkelstein

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Patrick K. Nails**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated September 9, 2020** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16 day of October, 2020.

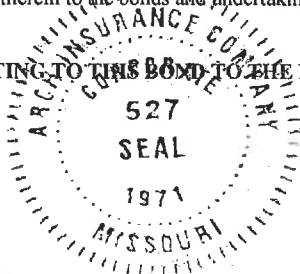
Patrick K. Nails

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – PARCEL MAP NO. 19991**

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 – PARCEL MAP NO. 19991**

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
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – PARCEL MAP NO. 19991**

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.

(I) Work and improvements shall consist of:

Construction of Road and Drainage Improvements as shown on the Street Improvement Plans for **PARCEL MAP NO. 19991**, located in the Apple Valley area, approved by **San Bernardino County Land Use Services Department** on September 10, 2020.

(II) (Security)	Performance	<u>\$486,000.00</u>
	Labor and Material	<u>\$243,000.00</u>
	Other: Guarantee/Warranty	<u>\$121,500.00</u>

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

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – PARCEL MAP NO. 19991**

PRINCIPAL: Bruce D. Kallen and Suzette C. Kallen, Trustees of the Kallen Family Revocable Living Trust No. 1 as to an undivided ½ interest and Juan Vasquez and Janice Vasquez, Trustees of the Juan and Janice Vasquez 1999 Revocable Trust as to an undivided ½ interest.

(Print/Type Name & Title)

Bruce D. Kallen, Co-Trustee of the Kallen Family Revocable Living Trust No. 1

(Type/Print Name & Title)



(Notarized Signature)

ADDRESS:

20410 Tonawanda Rd.
Apple Valley, CA 92307

Suzette C. Kallen, Co-Trustee of the Kallen Family Revocable Living Trust No. 1

(Type/Print Name & Title)



(Notarized Signature)

PHONE: (760) 403.3000

Juan Vasquez, Co-Trustee of the Juan & Janice Vasquez 1999 Revocable Trust

(Type/Print Name & Title)



(Notarized Signature)

Janice Vasquez, Co-Trustee of the Juan & Janice Vasquez 1999 Living Trust

(Type/Print Name & Title)



(Notarized Signature)

COUNTY OF SAN BERNARDINO

Date of Agreement NOV 17 2020

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)

By: 
Curt Hagman, Chairman, Board of Supervisors

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



Date 10/27/20

ACKNOWLEDGMENT

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

State of California
County of San Bernardino

On October 21, 2020 before me, Robert K St. Onge, Notary Public
(insert name and title of the officer)

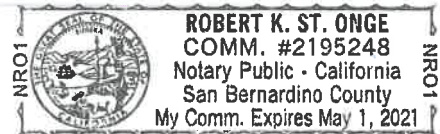
personally appeared Bruce D Kallen, Trustee and Suzette C Kallen, Trustee,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), 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

(Seal)



ACKNOWLEDGMENT

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

State of Illinois

County of Will,

On October 22, 2020 before me, Cecile T. Montiel

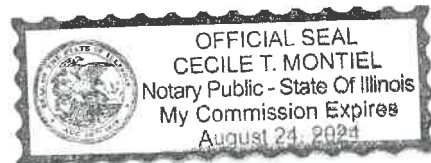
(insert name and title of the officer)

Personally appeared Juan Vasquez, trustee / Janice Vasquez, trustee

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 Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature Cecile T. Montiel (Seal)