

Elaina Cano
San Luis Obispo - County Clerk-Recorder
11/30/2023 09:09 AM
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Titles: 1 Pages: 192
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Total: \$0.00



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: City Engineer

Exempt from recording fee, per Government Code Section 6105.

SUBDIVISION IMPROVEMENT AGREEMENT

**(Vinedo Backbone – Zone 1, Vinedo Backbone – Zone 2, Vinedo Backbone – Zone 3,
Vinedo Backbone- Zone 4, Vinedo Backbone Zone 5, Vinedo Frontage W/Out PA 13)**

DATE OF AGREEMENT: _10_ / _26_ /2023

NAME OF SUBDIVIDER: Olsen Ranch 212 LLC

TRACT MAP NO.:

TENTATIVE MAP Tract 3153, RES No. 20-032 2/20/23

RESOLUTION OF

APPROVAL NO.: Tract 3154, RES No. 20-033 2/20/23

**ESTIMATED TOTAL COST
OF IMPROVEMENTS:**

VINEDO FRONTAGE W/OUT PA13: \$2,872,000

VINEDO BACKBONE ZONE 1: \$5,296,200

VINEDO BACKBONE ZONE 2: \$4,907,100

VINEDO BACKBONE ZONE 3: \$6,464,000

VINEDO BACKBONE ZONE 4: \$1,715,100

VINEDO BACKBONE ZONE 5: \$2,809,500

Total: \$21,191,900

VINEDO OFFSITE SEWER: \$2,596,700

MONUMENTATION: (N/A)

SURETY: Everest National Insurance Company

BONDS: PERFORMANCE BOND NO:

VINEDO FRONTAGE W/OUT PA13: ES00016276
VINEDO BACKBONE ZONE 1: ES00016279
VINEDO BACKBONE ZONE 2: ES00016278
VINEDO BACKBONE ZONE 3: ES00016277
VINEDO BACKBONE ZONE 4: ES00016281
VINEDO BACKBONE ZONE 5: ES00016280
VINEDO OFFSITE SEWER: \$2,596,700

**LABOR & MATERIALS
(PAYMENT) BOND NO.**

VINEDO FRONTAGE W/OUT PA13: ES00016276
VINEDO BACKBONE ZONE 1: ES00016279
VINEDO BACKBONE ZONE 2: ES00016278
VINEDO BACKBONE ZONE 3: ES00016277
VINEDO BACKBONE ZONE 4: ES00016281
VINEDO BACKBONE ZONE 5: ES00016280
VINEDO OFFSITE SEWER: \$2,596,700

This Agreement is made and entered into by and between the **CITY OF EL PASO DE ROBLES**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **_OLSEN RANCH 212 LLC**, a California limited liability company (hereinafter referred to as “**SUBDIVIDER**”).

RECITALS

A. **SUBDIVIDER** has presented to **CITY** for approval and recordation, a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California and **CITY**’s ordinances and regulations relating to the filing, approval, and recordation of subdivision maps, The Subdivision Map Act and **CITY**’s ordinances and regulations relating to the filing, approval, and recordation of subdivision maps are collectively referred to in this Agreement as the “Subdivision Laws”. A legal description of the property (the “Property”) that is the subject of the subdivision map is attached hereto as Exhibit “A” and incorporated herein by reference.

B. A tentative map of the Subdivision has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this Agreement by reference.

C. The Subdivision Laws establish as a condition precedent to the approval of a final map that **SUBDIVIDER** must have complied with the Resolution of Approval and must have either (1) completed, in compliance with **CITY** standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval, or (2) have entered into a secured agreement with **CITY** to complete the improvements and land development within a period of time specified by **CITY**.

D. In consideration of approval of a final map for the Subdivision by the City Council, **SUBDIVIDER** desires to enter into this Agreement, whereby **SUBDIVIDER** promises to install and complete, at **SUBDIVIDER**'s own expense, all the public improvement work required by **CITY** in connection with the proposed Subdivision as set forth herein. **SUBDIVIDER** has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.

E. Complete Improvement Plans for the construction, installation, and completion of the improvements have been prepared by **SUBDIVIDER** and approved by the City Engineer on **June 8, 2023 (E22-0033) and June 5, 2023 (ENC22-0096)**. The Improvement Plans for **TRACT MAP NO. 3153 & 3154** are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and had been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as **Exhibit "B"** to this Agreement, and incorporated herein by reference.

G. **CITY** has adopted standards for the construction and installation of improvements within **CITY**, 'The Improvement Plans have been prepared in conformance with **CITY** standards in effect on the date of approval of the Resolution of Approval.

H. Prior to completion of the required improvements and their acceptance by **CITY**, it is necessary that certain monuments and stakes, as specified on the final map for the Subdivision, shall be installed and also that street signs be placed at intersections.

I. **SUBDIVIDER** recognizes that by approval of the final map for Subdivision, **CITY** has conferred substantial rights upon **SUBDIVIDER**, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the Property within the Subdivision. As a result, **CITY** will be damaged to the extent of the cost of installation of the improvements by **SUBDIVIDER**'s failure to perform its obligations under this Agreement, including, but not limited to, **SUBDIVIDER**'s obligation to commence construction of the improvements by the time established in this Agreement. **CITY** shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by **SUBDIVIDER**. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default, by the **SUBDIVIDER** shall be within the sole discretion of **CITY**.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the final map of the Subdivision, **SUBDIVIDER** and **CITY** agree as follows:

1. SUBDIVIDER's Obligations to Construct Improvements.
SUBDIVIDER shall:

a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws. The bonds to secure

subdivider's obligation to construct the Complete Improvement Plans referenced in Recital E have been broken into zones. Each bond secures to that zone's Improvements to be constructed by Subdivider, the map of the general location of each Zone is attached hereto as Exhibit "C" and is incorporated herein by this reference.

b. Complete, at **SUBDIVIDER's** own expense, all the public improvement work required on the Tentative Map and Resolution of Approval in material conformance with approved Improvement Plans and the **CITY** standards as follows:

<u>IMPROVEMENT</u>	<u>DEADLINE DATE</u>
IMPROVEMENTS (Public):	
Grading of Right-of-Way	DECEMBER 30, 2024
Underground Utilities Installation	DECEMBER 30, 2024
Storm Drainage Installation	DECEMBER 30, 2024
Water Main, Sewer Main, Detention Basin	DECEMBER 30, 2024
Street Improvements	DECEMBER 30, 2024
Street Trees	DECEMBER 30, 2024
Drive Approach	DECEMBER 30, 2024
Landscaping and Irrigation	DECEMBER 30, 2024

NOTE: Subject to any extensions of time approved under Section 22, all improvements must be completed by **December 30, 2024**.

SUBDIVIDER agrees that **CITY** may impose necessary changes to the scope of the improvement work if **CITY** determines in its reasonable discretion that such changes are necessary and incidental to the successful completion and function of the improvements or required to meet **CITY's** standards.

c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans and **CITY** standards.

d. Acquire and dedicate, or pay the cost of acquisition by **CITY**, of all rights-of-way, easements and other interests in real property for construction or installation of the public improvements, free and clear of all liens and encumbrances. The **SUBDIVIDER's** obligations with regard to acquisition by **CITY** of off-site rights-of-way, easements, and other interests in real property shall be subject to a separate agreement between **SUBDIVIDER** and **CITY**. **SUBDIVIDER** shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the Subdivision.

e. Commence construction of the improvements by the time established in Section 22 of this Agreement and complete the improvements by the deadline stated in Paragraph 1(b) above, unless a time extension is granted by the **CITY** as authorized in Section 22.

f. Install all Subdivision monuments required by law prior to the completion and acceptance of the public improvements by **CITY**.

g. Install street name signs conforming to **CITY** standards. If permanent street name signs have not been installed before acceptance of the improvements by **CITY**, **SUBDIVIDER** shall install temporary street name signs according to such conditions as the City Engineer may require.

h. **CITY** and **SUBDIVIDER** recognize and agree that the Final Map and this Agreement are intended to be held by the **CITY**, and not transmitted to the County Recorder's Office, pending the funding of the loan to **SUBDIVIDER**'s successor in interest. In the event, for whatever reason, such loan does not fund, **CITY** and **SUBDIVIDER** agree that this Agreement, and all obligations of **SUBDIVIDER** hereunder, shall terminate and no longer be of any force or effect. In such event, **CITY** shall be entitled to revert the subject property to acreage, without objection by **SUBDIVIDER**, and **CITY** shall issue a release of any and all bonds required by this Agreement.

i. The construction plans and specifications for the improvements shall be prepared in all material respects in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The improvements shall be completed in all material respects in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

j. **SUBDIVIDER** and its contractors, if any, shall perform all work required to construct the improvements under this Agreement in a skillful and workmanlike manner, and consistent in all material respects with the standards generally recognized as being employed by professionals in the same discipline in the State of California. **SUBDIVIDER** represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. **SUBDIVIDER** warrants that all of its employees, if any, and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2. **Acquisition and Dedication of Easements or Rights-of-Way.** If any of the public improvement and land development work contemplated by this Agreement is to be constructed or installed on land not owned by **SUBDIVIDER**, no construction or installation shall be commenced before:

a. The offer of dedication to **CITY** of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or

b. The dedication to, and acceptance by, the **CITY** of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or

c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. **SUBDIVIDER** shall comply in all respects with the order of possession,

3. **Security.** **SUBDIVIDER** shall at all times guarantee **SUBDIVIDER**'s performance of this Agreement by furnishing to **CITY**, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by **CITY** for the purposes and in the amounts as follows:

a. To assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor, materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by **CITY** against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and

d. **SUBDIVIDER** shall also furnish to **CITY** good and sufficient security in the amount of 100% of the estimated cost of setting Subdivision monuments as stated previously in this Agreement,

e. The surety for any surety bonds provided as security shall have a current A.M. Best's rating of no less than A: VIII, shall be authorized to do business in the State of California, and shall be satisfactory to **CITY**. As part of the obligation secured by the security and in addition to the face amount of the security, **SUBDIVIDER** or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by **CITY** in enforcing the obligations of this Agreement. **SUBDIVIDER** and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the public improvements, or the plans and specifications for the public improvements shall in any way affect its obligation on the security.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on Page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released,

4. **Alterations to Improvement Plans.**

a. Any changes, alterations or additions to the improvement plans and specifications or to the improvements, not exceeding 10% of the original estimated cost of the improvement, which are determined by **CITY** to be necessary and incidental to the successful

completion and function of the improvements or required to meet **CITY** standards, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, **SUBDIVIDER** shall provide improvement security for faithful performance as required by Paragraph 3 of this Agreement for 100% of the total estimated cost of the improvement as changed, altered, or amended, minus any completed partial releases allowed by Paragraph 6 of this Agreement.

b. **SUBDIVIDER** shall construct the improvements in accordance with **CITY** standards in effect at the time of adoption of the Resolution of Approval. **CITY** reserves the right, in its reasonable discretion, to modify the standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or comply with applicable State or Federal law or **CITY** zoning ordinances. If **SUBDIVIDER** requests and is granted an extension of time for completion of the improvements, **CITY** may apply the standards in effect at the time of the extension,

5. **Observation of Construction.** **SUBDIVIDER** shall at all times maintain proper facilities and safe access for observation of the public improvements by the **CITY** and to the shops wherein any work is in preparation. Upon completion of the work, **SUBDIVIDER** may request a final walk through by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determine that the work has been completed in accordance with this Agreement, then the City Engineer shall recommend acceptance of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been determined to have been completed in accordance with the Improvement Plans and **CITY** standards. **SUBDIVIDER** shall bear all costs of the **CITY** observation of construction.

6. **Release of Securities.** The securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof,

b. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom lien have been filed and of which notice has been given to the legislative body, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

c. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 10, the warranty period shall not commence until final acceptance of all the work and improvements by the City Council.

d. **CITY** may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. **Injury to Public Improvements, Public Property or Public Utilities Facilities.** **SUBDIVIDER** shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. **SUBDIVIDER** shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed by reason of any work done under this Agreement which is within **SUBDIVIDER'S** control, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by **CITY** or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

8. **Permits.** **SUBDIVIDER** shall, at **SUBDIVIDER'S** expense, ensure that his/her contractors obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

9. **Default of SUBDIVIDER.**

a. Default of **SUBDIVIDER** shall include, but not be limited to, **SUBDIVIDER'S** failure to timely commence construction of this Agreement; **SUBDIVIDER'S** failure to timely cure any defect in the improvements; **SUBDIVIDER'S** failure to perform substantial construction work for a period of 20 calendar days after commencement of the work, unless such delay is beyond the reasonable control and without misconduct or negligence of **SUBDIVIDER**; **SUBDIVIDER'S** insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which **SUBDIVIDER** fails to discharge within 30 days; the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or **SUBDIVIDER'S** material failure to perform any other obligation under this Agreement.

b. **CITY** reserves to itself all remedies available to it at law or in equity for breach of **SUBDIVIDER'S** obligations under this Agreement. **CITY** shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate **CITY'S** damages in event of default by **SUBDIVIDER**. The right of **CITY** to draw upon or utilize the security is additional to and not in lieu of any other remedy available to **CITY**. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction, or installation of the improvements and, therefore, **CITY'S** damages for **SUBDIVIDER'S** default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by **CITY** for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

In the event of **SUBDIVIDER'S** default under this Agreement, **SUBDIVIDER** authorizes **CITY** to perform such obligation 20 days after mailing written notice of default to **SUBDIVIDER** and to **SUBDIVIDER'S** surety, and agrees to pay the entire cost of such performance by **CITY**.

CITY may take over the work and prosecute the same to completion, by contract or by any other method **CITY** may deem advisable, for the account and at the expense of **SUBDIVIDER**, and **SUBDIVIDER**'s surety shall be liable to **CITY** for any excess cost or damages occasioned **CITY** thereby; and, in such event, **CITY**, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to **SUBDIVIDER** as may be on the site of the work and necessary for the performance of the work.

c. Failure of **SUBDIVIDER** to materially comply with the terms of this Agreement shall constitute consent to the filing by **CITY** of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection c. is in addition to and not in lieu of other remedies available to **CITY**. **SUBDIVIDER** agrees that the choice of remedy or remedies for **SUBDIVIDER**'s breach shall be in the discretion of **CITY**.

d. In the event that **SUBDIVIDER** materially fails to perform any obligation hereunder, **SUBDIVIDER** agrees to pay all costs and expenses incurred by **CITY** in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

e. The failure of **CITY** to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of **SUBDIVIDER**.

10. Warranty.

a. **SUBDIVIDER** shall guarantee or warranty the work done pursuant to Section 1 of this Agreement for a period of one year after final acceptance by the City Council of the work and improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by **SUBDIVIDER** fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, **SUBDIVIDER** shall without delay and without any cost to **CITY**, repair, or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. **SUBDIVIDER** further acknowledges and understands within the one (1) year warranty period as the project is accepted as final, **SUBDIVIDER** will bear the total responsibility for all repair and/or replacement of the improvements as installed, reserving to **SUBDIVIDER** the right of recourse or indemnity against any third party who causes damage to such improvements. Should **SUBDIVIDER** fail to act promptly or in accordance with this replacement, **SUBDIVIDER** hereby authorizes **CITY**, at **CITY**'s option, to perform the work 20 days after mailing written notice of default to **SUBDIVIDER** and, to **SUBDIVIDER**'s surety, and agrees to pay the cost of such work by **CITY**. Should **CITY** determine that an urgency requires repairs or replacements to be made before **SUBDIVIDER** can be notified, **CITY** may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and **SUBDIVIDER** shall pay to **CITY** the cost of such repairs,

b. **SUBDIVIDER's** warranty shall include the responsibility for the maintenance of landscaping improvements installed pursuant to Section 1 of the Agreement. **SUBDIVIDER** shall provide on-going maintenance of landscape improvements installed pursuant to Section 1 of this Agreement for a period of one-year after final acceptance by the City Council without any cost to **CITY**. The responsibility of maintenance of landscape improvements shall include, but not be limited to, the repair, replacement or replanting of any landscaping of deteriorating condition as directed by the City Maintenance Services Superintendent.

11. **SUBDIVIDER Not Agent of CITY**. Neither **SUBDIVIDER** nor any of **SUBDIVIDER's** agents or contractors are or shall be considered to be agents of **CITY** in connection with the performance of **SUBDIVIDER's** obligations under this Agreement.

12. **Damage to Improvements**. Until such time as the improvements are accepted by **CITY**, **SUBDIVIDER** shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by **CITY**, **SUBDIVIDER** will be responsible for the care, maintenance of, and any damage to such improvements. **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of the cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by **SUBDIVIDER**.

13. **Other Agreements**. Nothing contained in this Agreement shall preclude **CITY** from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of **CITY** ordinances providing therefore, nor shall anything in this Agreement commit **CITY** to any such apportionment.

14. **SUBDIVIDER's Obligation to Warn Public During Construction**. Until final acceptance of the improvements, **SUBDIVIDER** shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.

15. **Vesting of Ownership**. Upon acceptance of the work on behalf of **CITY** and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in **CITY**.

16. **Final Acceptance of Work**. Acceptance of the work on behalf of **CITY** shall be made by the City Council upon recommendation of the City Engineer after final completion of all improvements. The City Council, shall act upon the Engineer's recommendation within 30 days from the date the City Engineer notifies the City Council that the work has been finally completed, as provided in Paragraph 5. Such acceptance shall not constitute a waiver of defects by **CITY**. The City Council may, in its sole and absolute discretion, accept fully completed portions of the public improvements prior to such time as all of the public improvements are complete, which shall not release or modify **SUBDIVIDER's** obligation to complete the remainder of the public improvements within the time required by this Agreement. Upon the total

or partial acceptance of the public improvements by **CITY**, the City Clerk shall file with the Recorder's Office of the County of San Luis Obispo, a notice of completion for the accepted public improvements in accordance with California Civil Code Section 9204, at which time the accepted public improvements shall become the sole and exclusive property of **CITY** without payment therefor. Notwithstanding the foregoing, **CITY** may not accept any improvements unless and until **SUBDIVIDER** provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such improvements. The drawings shall be certified and shall reflect the condition of the improvements as constructed, with all changes incorporated therein.

17. **Lien.** To secure the timely performance of **SUBDIVIDER**'s obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, **SUBDIVIDER** hereby creates in favor of **CITY** a lien against all portions of the Property not dedicated to **CITY** or some other governmental agency for a public purpose. As to **SUBDIVIDER**'s default on those obligations for which security has been provided pursuant to this Agreement, **CITY** shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

18. **Indemnity/Hold Harmless.** **CITY** or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of **SUBDIVIDER**, its agents or employees in the performance of this Agreement. **SUBDIVIDER** further agrees to protect, indemnify, and hold harmless **CITY**, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of **SUBDIVIDER**, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements. Acceptance by **CITY** of the improvements shall not constitute an assumption by the **CITY** of any responsibility for any damage or taking covered by this paragraph. **CITY** shall not be responsible for the design or construction of the Subdivision or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by **CITY** in approving the plans or map, unless the particular improvement design was specifically required by **CITY** over written objection by **SUBDIVIDER** submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the improvements, **SUBDIVIDER** shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, and to be responsible for maintenance and care of the improvements for one year. Provisions of this paragraph shall remain in full force and effect for 10 years following the acceptance by **CITY** of improvements. It is the intent of this section that **SUBDIVIDER** shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and **SUBDIVIDER** approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

SUBDIVIDER shall provide **CITY** with a certificate of insurance in the aggregate amount of \$1,000,000.00 and in a form acceptable to the City Engineer as set forth in Section 19, below.

19. Insurance.

a. Types; Amounts. **SUBDIVIDER** shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any public improvement pursuant to this Agreement, insurance of the types and in the amounts described below (“Required Insurance”) and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the “indemnified parties” shall mean **CITY**, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to **CITY**, its elected officials, officers, employees, agents, and volunteers,

i. Commercial General Liability. **SUBDIVIDER**, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

ii. Automobile liability. **SUBDIVIDER** and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.00) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If **SUBDIVIDER** does not own any company vehicles and if requested by, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

iii. Workers’ Compensation. **SUBDIVIDER**, its contractors and subcontractors shall procure and maintain workers’ compensation insurance with limits as required by the Labor Code of the State of California and Employers’ Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

iv. Professional Liability. If applicable to this Agreement and required by **CITY**, for any consultant or other professional who will engineer or design the public improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the public improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the

retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

b. Deductibles. Any deductibles or self-insured retentions must be approved by **CITY** in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

c. Certificates; Verification. **SUBDIVIDER** and its contractors and subcontractors shall furnish **CITY** with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by **CITY** prior to the execution of this Agreement and before work pursuant to this Agreement can begin. **CITY** reserves the right to require complete, certified copies of all required insurance policies at any time.

d. Insurer Rating. Unless approved in writing by **CITY**, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to **CITY**.

e. Endorsements.

i. The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30)

day prior written notice of cancellation has been served upon **CITY**, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by **SUBDIVIDER**, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

f. The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon **CITY**, except ten (10) days prior written notice shall be allowed for non-payment of premium,

g. The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon **CITY**, except ten (10) days prior written notice shall be allowed for non-payment of premium.

20. Sale or Disposition of Subdivision. Sale or other disposition of this Property will not relieve **SUBDIVIDER** from the obligations set forth herein. **SUBDIVIDER** agrees to notify **CITY** in writing at least 30 days in advance of any actual or pending sale or other disposition of the Property. If **SUBDIVIDER** sells the Property or any portion of the Property within the Subdivision to any other person, **SUBDIVIDER** may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, **SUBDIVIDER** may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve **SUBDIVIDER** of the obligations under Paragraph 17 for the work or improvement done' by **SUBDIVIDER**.

21. Time of the Essence. Time is of the essence of this Agreement.

22. Time for Commencement of Work/Time Extensions. SUBDIVIDER shall commence substantial construction of the improvements required by this Agreement not later than nine (9) months prior to the time for completion as set forth in Section of this Agreement. In the event **SUBDIVIDER** is unable to complete the improvement work by the deadline, a written request to extend the deadline shall be submitted to the City Engineer at least four (4) weeks in advance of the deadline, and said request will be presented to the City Council for consideration. At that time, the City Council shall have the option of terminating or extending this Agreement. If an extension of the deadline is allowed, the City Council may require additional securities, including, but not limited to, forfeitable cash deposits, to guarantee construction of the public improvements by the extended deadline. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle **SUBDIVIDER** to an extension. Delay, other than delay in the commencement of work, resulting from an act of **CITY**, or by an act of God, which **SUBDIVIDER** could not have reasonably foreseen, or by storm or inclement weather which prohibits the conducting of work, and which were not caused by or contributed to by **SUBDIVIDER**, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Manager may require **SUBDIVIDER** to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

23. No Vesting of Rights. Performance by **SUBDIVIDER** of this Agreement shall not be construed to vest **SUBDIVIDER**'s rights with respect to any change in any zoning or building law or ordinance.

24. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with **CITY**:

CITY: City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446

SUBDIVIDER: Attn: OLSEN RANCH 212 LLC
179 NIBLICK RD #166
PASO ROBLES, 93446

Surety: EVEREST NATIONAL INSURANCE
COMPANY
Warren Corporate Center, 100 Everest Way,
Warren, New Jersey, 07059

25. **Severability.** The provisions of this Agreement are severable, If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

26. **Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

27. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Luis Obispo, California. Each party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, **SUBDIVIDER** expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

28. **Litigation or Arbitration.** In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees,

29. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.

30. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of **CITY**, the appropriate party shall be the City Manager.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement is executed by **CITY**, by and through its City Manager.

CITY:

CITY OF EL PASO DE ROBLES

By: _____
Ty Lewis, City Manager

ATTEST:

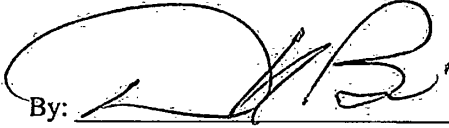
Melissa Boyer, City Clerk

Approved as to Form:

By: Elizabeth Hull
Elizabeth Hull, City Attorney

SUBDIVIDER:

OLSEN RANCH 212, LLC

By: 
Name: Danny Brose
Title: Principal, Olsen Ranch 212, LLC

IN WITNESS WHEREOF, this Agreement is executed by **CITY**, by and through its City Manager.

CITY:

CITY OF EL PASO DE ROBLES

By: 

Ty Lewis, City Manager

ATTEST:


Melissa Boyer, City Clerk

Approved as to Form:

By: _____
Elizabeth Hull, City Attorney

SUBDIVIDER:

OLSEN RANCH 212, LLC

By: 

Name: Danny Brose

Title: Principal, Olsen Ranch 212, LLC

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 Luis Obispo

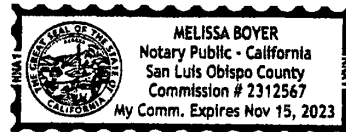
On November 14, 2023 before me, Melissa Boyer, Notary Public
(insert name and title of the officer)

personally appeared Ty Lewis
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 Melissa Boyer (Seal)



OFFICIAL CALIFORNIA NOTARIAL CERTIFICATE
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 San Luis Obispo

On Nov 6, 2023 before me, Karen Gularke Notary Public, personally appeared Danny Brose, 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 Karen Gularke

(Seal)

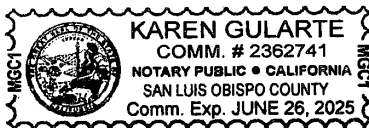


EXHIBIT A

LEGAL DESCRIPTION

TRACT 3153

IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING A SUBDIVISION OF TRACT 3152 AS RECORDED IN BOOK 40 OF MAPS AT PAGES 44 TO 51, INCLUSIVE, SAN LUIS OBISPO COUNTY RECORDS.

TRACT 3154

IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING A SUBDIVISION OF TRACT 3155 AS RECORDED IN BOOK 40 OF MAPS AT PAGES 52 TO 62, INCLUSIVE, SAN LUIS OBISPO COUNTY RECORDS.

EXHIBIT B

**LIST OF PUBLIC IMPROVEMENTS AND COST ESTIMATES
TRACT NO. 3024-4**

82479.04004\31460131.4



CITY OF EL PASO DE ROBLES
"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: Vinedo Frontage W/Out PA 13
DEVELOPER: Olsen Ranch 212, LLC
PERFORMANCE BOND NO: ES00016276
Premium: \$57,440.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a **Subdivision Improvement Agreement** whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Frontage W/Out PA 13, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we the Principal and Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California, hereinafter called "City", in the penal sum of Two Million Eight Hundred Seventy-Two Thousand and No/100 dollars (\$ 2,872,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 24, 2023.

By: [Signature]
Principal: Olsen Ranch 212, LLC

Surety: Everest National Insurance Company

By: Cheryl L. Thomas
Cheryl L. Thomas, Attorney-In-Fact
1340 Treat Blvd. Ste. 450
Address

Walnut Creek, CA 94597
Address

ACKNOWLEDGMENT

State of California
County of San Luis Obispo } ss.

On 10-25-2023, before me, Lisa Kae Groves, Notary Public
(here insert name and title of the officer)

personally appeared Danny Brose
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 Lisa Groves



(Seal)

*See Attached
California Notary
Acknowledgement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/25/2023 before me, Lisa Kae Groves, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

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.

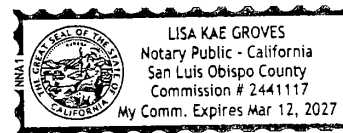
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE CERTIFICATE OF 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 }

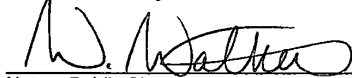
County of Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
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.

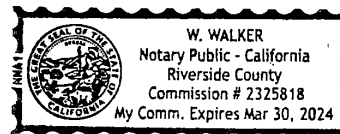
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Performance Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

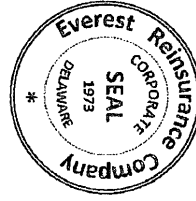
(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others with that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

PAYMENT BOND

PROJECT NO.: Vinedo Frontage W/Out PA 13
DEVELOPER: Olsen Ranch 212, LLC
PAYMENT BOND NO.: ES00016276
Premium: included in Performance Bond

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "**Principal**") have entered into a **Subdivision Improvement Agreement**, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Frontage W/Out PA 13, and is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said **Agreement**, "**Principal**" is required, before entering upon the performance of the work, to file a good and sufficient **payment bond** with the **City of El Paso de Robles**, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "**Principal**" and the undersigned as corporate **surety**, are held firmly bound unto the **City of El Paso de Robles** and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid **Agreement** and referred to in the aforesaid **Agreement** and referred to in the aforesaid Code of Civil Procedure in the **sum of Two Million Eight Hundred Seventy-Two Thousand and No/100 dollars (\$ 2,872,000.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said **surety** will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **City** in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 2 OF 3**

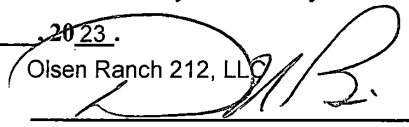
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (Commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns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

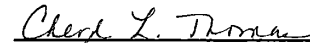
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specification 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.

IN WITNESS, WHEREOF, this instrument has been duly executed by the **"Principal"** and **surety** above named, on October 24, 2023.

By:


Principal
Everest National Insurance Company


Surety Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450, Walnut Creek, CA 94597
Address

(SIGNATURES MUST BE NOTARIZED)

CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 3 OF 3

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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

**See Attached
California Notary
Acknowledgement*

(Seal)

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(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 ***See Attached CA All Purpose Acknowledgment***

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/25/2023 before me, Lisa Kae Groves, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

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.

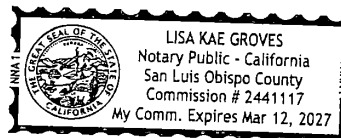
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

Payment Bond

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL- PURPOSE CERTIFICATE OF 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 Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

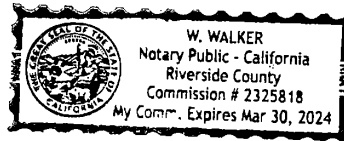
personally appeared Cheryl L. Thomas
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that 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.

W. Walker
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Payment Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06238736
Qualified in Queens County
Term Expires April 25, 2027




Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

	COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS Standard Unit Costs for Project Security (Performance Bond)																		
Project: <u>VINEDO FRONTAGE W/OUT PA13</u> Prepared by: <u>JLB</u> Firm Name: <u>RICK ENGINEERING</u> Date: <u>October 19, 2023</u>																			
PRICE INDEX BASELINE, 2011 CALTRANS INDEX = 51.6 2nd Quarter 2021 PRICE INDEX = 92.0 <u>Caltrans</u>																			
<p style="text-align: center;">-ENGINEER'S SEAL-</p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  </div>	<p style="text-align: center;">-RESULTS-</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$1,126,947.28</td> </tr> <tr> <td style="text-align: right;">Cost Index Factor</td> <td style="text-align: right;">1.78</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$2,008,412.25</td> </tr> <tr> <td style="text-align: right;">Inflation (10%)</td> <td style="text-align: right;">\$200,841.22</td> </tr> <tr> <td style="text-align: right;">Administration (20%-40%)</td> <td style="text-align: right;">\$401,682.45</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$2,610,935.92</td> </tr> <tr> <td style="text-align: right;">Contingency (10%)</td> <td style="text-align: right;">\$261,093.59</td> </tr> <tr> <td style="text-align: right;">TOTAL SECURITY TO BE POSTED:</td> <td style="text-align: right;">\$2,872,000</td> </tr> <tr> <td colspan="2" style="text-align: center;">(rounded to the nearest \$100)</td> </tr> </table>	Subtotal	\$1,126,947.28	Cost Index Factor	1.78	Adjusted Subtotal	\$2,008,412.25	Inflation (10%)	\$200,841.22	Administration (20%-40%)	\$401,682.45	Adjusted Subtotal	\$2,610,935.92	Contingency (10%)	\$261,093.59	TOTAL SECURITY TO BE POSTED:	\$2,872,000	(rounded to the nearest \$100)	
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Adjusted Subtotal	\$2,610,935.92																		
Contingency (10%)	\$261,093.59																		
TOTAL SECURITY TO BE POSTED:	\$2,872,000																		
(rounded to the nearest \$100)																			
 _____ Engineer's signature	10/25/23 _____ date																		

revised 6/1/2022

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page 2 of 11

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page 4 of 11

Attachment 5

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STORM DRAIN: SEC. 5-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CURB INLET	D-2	\$3,900	EA		2	7,800.00
RURAL INLET	D-2A,B	\$1,700	EA			-
CULVERT PIPE	15"	\$38.00	LF		1000	38,000.00
CULVERT PIPE	18"	\$60.00	LF			-
CULVERT PIPE	24"	\$80.00	LF			-
CULVERT PIPE	30"	\$90.00	LF			-
CULVERT PIPE	36"	\$105.00	LF			-
CULVERT PIPE	48"	\$135.00	LF			-
CULVERT PIPE	60"	\$150.00	LF			-
HEADWALL (CALTRANS D89)	15"-36" PIPE	\$3,420.00	EA		1	3,420.00
HEADWALL -WING TYPE (D89)	18"-60"	\$4,800.00	EA			-
UNDERDRAIN (SIDEWALK)	D-4A, D-4B	\$1,500.00	EA			-
UNDERDRAIN (SIDEWALK)	PIPE D-4	\$500.00	EA			-
RIP-RAP DISSIPATER	0.25 TON, H-5	\$150.00	CY			-
RIP-RAP DISSIPATER	0.5 TON, H-5	\$160.00	CY			-
RIP-RAP DISSIPATER	1 TON, H-5	\$170.00	CY			-
RIP-RAP DISSIPATER	2 TON, H-5	\$180.00	CY			-
OVERSIDE DRAIN, (CALTRANS)	HMA	\$320.00	EA			-
CONCRETE V-DITCH (SLOPE)		\$40.00	LF			-
MANHOLE	D-3 8' DEPTH	\$4,500	EA		3	13,500.00
TIE TO EX. MANHOLE		\$2,000	EA			-
UNDERGROUND BASIN	STORMTECH	\$8.00	CF	\$500		-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Subtotal						62,720.00

Attachment 5

DOC #2023035769 Page 41 of 192

WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA			-
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF		132	7,656.00
WATER MAIN	10"	\$68.00	LF			-
WATER MAIN	12"	\$92.00	LF			-
WATER MAIN	14"	\$106.00	LF			-
WATER MAIN	16"	\$120.00	LF			-
HOT TAP	6"	\$1,998.00	EA			-
HOT TAP	8"	\$2,238.00	EA			-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA			-
GATE VALVE	6"	\$1,500.00	EA			-
GATE VALVE	8"	\$2,056.00	EA		8	16,448.00
FIRE HYDRANT	W-2	\$4,800.00	EA		3	14,400.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA			-
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA		2	3,100.00
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA			-
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA			-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA			-
THRUST BLOCKS	W-1, 8"	\$385.00	EA		5	1,925.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA			-
THRUST BLOCKS	W-1, 12"	\$714.00	EA			-
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
						-
						-
						-
Subtotal						43,529.00

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page 8 of 11

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page 9 of 11

DOC #2023035769 Page 45 of 192

page 10 of 11

DOC #2023035769 Page 46 of 192

page 11 of 11



CITY OF EL PASO DE ROBLES
"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: Vinedo Offsite Sewer
DEVELOPER: Olsen Ranch 212, LLC
PERFORMANCE BOND NO: ES00016282
Premium: \$51,934.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into Agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Offsite Sewer, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we the Principal and Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California, hereinafter called "City", in the penal sum of Two Million Five Hundred Ninety-Six Thousand Seven Hundred and No/100 dollars (\$ 2,596,700.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 26th, 2023.

By: [Signature]
Principal: Olsen Ranch 212 LLC

Surety: Everest National Insurance Company

By: Cheryl L. Thomas
Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450
Address

Walnut Creek, CA 94597
Address

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____
(here insert name and title of the officer)

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

***See Attached
California Notary
Acknowledgement**

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/27/2023

DATE

before me, Lisa Kae Groves, Notary Public

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

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.

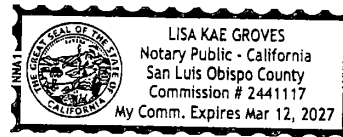
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10/26/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL- PURPOSE CERTIFICATE OF 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 }

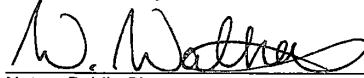
County of Orange }

On October 26, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L Thomas
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.

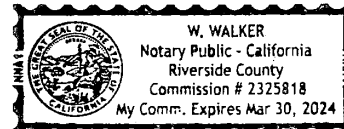
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212 LLC

(Title or description of attached document)

Performance Bond #: ES00016282

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/26/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 26th day of October 2023.



By: Sylvia Semerdjian, Secretary

PAYMENT BOND

PROJECT NO.: Vinedo Offsite Sewer
DEVELOPER: Olsen Ranch 212, LLC
PAYMENT BOND NO.: ES00016282
Premium: included in Performance Bond

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "**Principal**") have entered into a **Subdivision Agreement**, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Offsite Sewer, and is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said **Agreement**, "**Principal**" is required, before entering upon the performance of the work, to file a good and sufficient **payment bond** with the **City of El Paso de Robles**, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "**Principal**" and the undersigned as corporate **surety**, are held firmly bound unto the **City of El Paso de Robles** and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid **Agreement** and referred to in the aforesaid **Agreement** and referred to in the aforesaid Code of Civil Procedure in the sum of Two Million Five Hundred Ninety-Six Thousand Seven Hundred dollars (\$2,596,700.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said **surety** will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **City** in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

CITY OF EL PASO DE ROBLES
ES00016282(2)
PAGE 2 OF 3

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

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specification 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.

IN WITNESS, WHEREOF, this instrument has been duly executed by the "Principal" and surety above named, on October 26th, 20 23.

Olsen Ranch 212, LLC

By: 

Principal
Everest National Insurance Company

Cheryl L. Thomas
Surety Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450, Walnut Creek, CA 94597
Address

(SIGNATURES MUST BE NOTARIZED)

CITY OF EL PASO DE ROBLES
ES00016282(2)
PAGE 3 OF 3

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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

***See Attached
California Notary
Acknowledgement**

(Seal)

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(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 *****See Attached CA All Purpose Acknowledgment*****

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/27/2023

DATE

before me, Lisa Kae Groves, Notary Public

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

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.

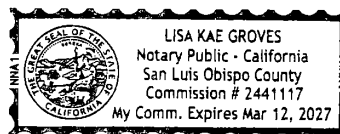
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Payment Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10/26/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL- PURPOSE CERTIFICATE OF 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 Orange }

On October 26, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L Thomas
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.

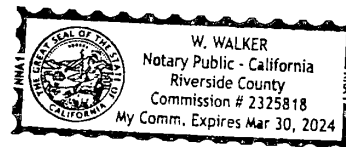
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212 LLC

(Title or description of attached document)

Payment Bond #: ES00016282

(Title or description of attached document continued)

Number of Pages 3 Document Date 10/26/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Bèata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027




Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 26th day of October 2023.



By: Sylvia Semerdjian, Secretary

	COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS Standard Unit Costs for Project Security (Performance Bond)																		
Project: _____ Prepared by: _____ Firm Name: _____ Date: <u>October 30, 2023</u>																			
PRICE INDEX BASELINE, 2011 CALTRANS INDEX = 51.6 4th Quarter 2020 PRICE INDEX = 100.0 <u>Caltrans</u>																			
<p style="text-align: center;">-ENGINEER'S SEAL-</p> <div style="border: 1px solid black; width: 250px; height: 150px; margin: 0 auto; position: relative;">  </div>	<p style="text-align: center;">-RESULTS-</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$936,976.25</td> </tr> <tr> <td style="text-align: right;">Cost Index Factor</td> <td style="text-align: right;">1.94</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$1,815,845.45</td> </tr> <tr> <td style="text-align: right;">Inflation (10%)</td> <td style="text-align: right;">\$181,584.54</td> </tr> <tr> <td style="text-align: right;">Administration (20%-40%)</td> <td style="text-align: right;">\$363,169.09</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$2,360,599.08</td> </tr> <tr> <td style="text-align: right;">Contingency (10%)</td> <td style="text-align: right;">\$236,059.91</td> </tr> <tr> <td style="text-align: right;">TOTAL SECURITY TO BE POSTED:</td> <td style="text-align: right;">\$2,596,700</td> </tr> <tr> <td colspan="2" style="text-align: center;">(rounded to the nearest \$100)</td> </tr> </table>	Subtotal	\$936,976.25	Cost Index Factor	1.94	Adjusted Subtotal	\$1,815,845.45	Inflation (10%)	\$181,584.54	Administration (20%-40%)	\$363,169.09	Adjusted Subtotal	\$2,360,599.08	Contingency (10%)	\$236,059.91	TOTAL SECURITY TO BE POSTED:	\$2,596,700	(rounded to the nearest \$100)	
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(rounded to the nearest \$100)																			
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Engineer's signature </div> <div style="text-align: center;"> 10/30/2023 _____ date </div> </div>	revised 9/1/17																		

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page 2 of 11

DOC #2023035769 Page 62 of 192

Subtotal

DOC #2023035769 Page 63 of 192

page 4 of 11

DOC #2023035769 Page 64 of 192

Subtotal

DOC #2023035769 Page 65 of 192

Subtotal

DOC #2023035769 Page 66 of 192

page 7 of 11

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page 9 of 11

DOC #2023035769 Page 69 of 192

page 10 of 11

DOC #2023035769 Page 70 of 192

page 11 of 11



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: Vinedo Backbone - Zone 1
DEVELOPER: Olsen Ranch 212, LLC
PERFORMANCE BOND NO: ES00016279
Premium: \$105,924.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a **Subdivision Improvement Agreement** whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 1, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we the Principal and Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California, hereinafter called "City", in the penal sum of Five Million Two Hundred Ninety-Six Thousand Two Hundred and NO/100 dollars (\$ 5,296,200.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 24, 2023.

By: [Signature]

Principal: Olsen Ranch 212, LLC

Surety: Everest National Insurance Company

By: [Signature]
Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450
Address

Walnut Creek, CA 94597
Address

ACKNOWLEDGMENT

State of _____
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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

***See Attached
California Notary
Acknowledgement**

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/25/2023 before me, Lisa Kae Groves, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Danny Brose

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.

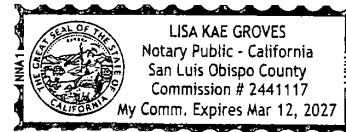
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE CERTIFICATE OF 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 }

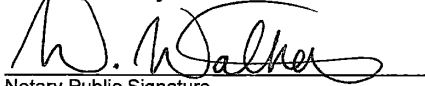
County of Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
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.

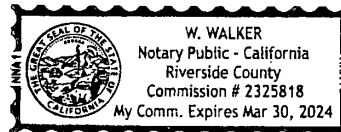
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Performance Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

PAYMENT BOND

PROJECT NO.: Vinedo Backbone - Zone 1
DEVELOPER: Olsen Ranch 212, LLC
PAYMENT BOND NO.: ES00016279
Premium: included in Performance Bond

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "**Principal**") have entered into a **Subdivision Improvement Agreement**, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 1, and is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said **Agreement**, "**Principal**" is required, before entering upon the performance of the work, to file a good and sufficient **payment bond** with the **City of El Paso de Robles**, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "**Principal**" and the undersigned as corporate **surety**, are held firmly bound unto the **City of El Paso de Robles** and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid **Agreement** and referred to in the aforesaid **Agreement** and referred to in the aforesaid Code of Civil Procedure in the sum of Five Million Two Hundred Ninety-Six Thousand Two Hundred and N0/100 dollars (\$ 5,296,200.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said **surety** will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **City** in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 2 OF 3

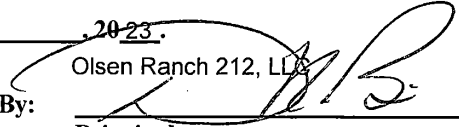
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (Commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns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

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

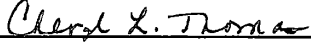
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specification accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration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

IN WITNESS, WHEREOF, this instrument has been duly executed by the "Principal"
and surety above named, on October 24, 2023.

By:


Olsen Ranch 212, LLC

Principal
Everest National Insurance Company


Surety Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450, Walnut Creek, CA 94597
Address

(SIGNATURES MUST BE NOTARIZED)

**CITY OF EL PASO DE ROBLES
A MASTER~PAYMENT BOND
PAGE 3 OF 3**

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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

***See Attached
California Notary
Acknowledgement**

(Seal)

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(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 *****See Attached CA All Purpose Acknowledgment*****

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/25/2023 before me, Lisa Kae Groves, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

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.

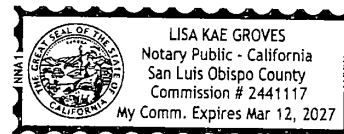
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Kae Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Payment Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
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
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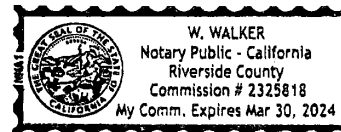
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Payment Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027




Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

 COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS Standard Unit Costs for Project Security (Performance Bond)																			
Project: <u>VINEDO BACKBONE - ZONE 1</u> Prepared by: <u>EJ</u> Firm Name: <u>RICK ENGINEERING</u> Date: <u>October 23, 2023</u>																			
PRICE INDEX BASELINE, 2011 CALTRANS INDEX = 51.6 2nd Quarter 2021 PRICE INDEX = 92.0 <u>Caltrans</u>																			
<p style="text-align: center;">-ENGINEER'S SEAL-</p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  </div> <div style="margin-top: 20px;">  10/25/23 <div style="clear: both;"></div> </div>	<p style="text-align: center;">-RESULTS-</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$2,078,171.73</td> </tr> <tr> <td style="text-align: right;">Cost Index Factor</td> <td style="text-align: right;">1.78</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$3,703,656.44</td> </tr> <tr> <td style="text-align: right;">Inflation (10%)</td> <td style="text-align: right;">\$370,365.64</td> </tr> <tr> <td style="text-align: right;">Administration (20%-40%)</td> <td style="text-align: right;">\$740,731.29</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$4,814,753.38</td> </tr> <tr> <td style="text-align: right;">Contingency (10%)</td> <td style="text-align: right;">\$481,475.34</td> </tr> <tr> <td style="text-align: right;">TOTAL SECURITY TO BE POSTED:</td> <td style="text-align: right;">\$5,296,200</td> </tr> <tr> <td colspan="2" style="text-align: center;">(rounded to the nearest \$100)</td> </tr> </table>	Subtotal	\$2,078,171.73	Cost Index Factor	1.78	Adjusted Subtotal	\$3,703,656.44	Inflation (10%)	\$370,365.64	Administration (20%-40%)	\$740,731.29	Adjusted Subtotal	\$4,814,753.38	Contingency (10%)	\$481,475.34	TOTAL SECURITY TO BE POSTED:	\$5,296,200	(rounded to the nearest \$100)	
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TOTAL SECURITY TO BE POSTED:	\$5,296,200																		
(rounded to the nearest \$100)																			
<div style="display: flex; justify-content: space-between;"> Engineer's signature date </div>																			

revised 6/1/2022

DOC #2023035769 Page 85 of 192

Subtotal

DOC #2023035769 Page 86 of 192

page 3 of 11

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page 5 of 11

Attachment 5

DOC #2023035769 Page 89 of 192

WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA		5.000	8,500.00
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF		900.000	52,200.00
WATER MAIN	10"	\$68.00	LF		700.000	47,600.00
WATER MAIN	12"	\$92.00	LF		2400.000	220,800.00
WATER MAIN	14"	\$106.00	LF		0.000	-
WATER MAIN	16"	\$120.00	LF		0.000	-
HOT TAP	6"	\$1,998.00	EA		0.000	-
HOT TAP	8"	\$2,238.00	EA		0.000	-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA		0.000	-
GATE VALVE	6"	\$1,500.00	EA		0.000	-
GATE VALVE	8"	\$2,056.00	EA		27.000	55,512.00
FIRE HYDRANT	W-2	\$4,800.00	EA		4.000	19,200.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA		5.000	10,000.00
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA		3.000	7,110.00
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA		0.000	-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA		1.000	275.00
THRUST BLOCKS	W-1, 8"	\$385.00	EA		3.000	1,155.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA		9.000	4,356.00
THRUST BLOCKS	W-1, 12"	\$714.00	EA		3.000	2,142.00
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
RW BWV	12"	\$30,000.00	EA		1.000	30,000.00
RW BWV	10"	\$23,000.00	EA		0.000	-
						-
Subtotal						458,850.00

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page 7 of 11

DOC #2023035769 Page 91 of 192

page 8 of 11

DOC #2023035769 Page 92 of 192

page 9 of 11

DOC #2023035769 Page 93 of 192

page 10 of 11

DOC #2023035769 Page 94 of 192

Subtotal	164000.00
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CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: Vinedo Backbone - Zone 2
DEVELOPER: Olsen Ranch 212, LLC
PERFORMANCE BOND NO: ES00016278
Premium: \$98,142.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a **Subdivision Improvement Agreement** whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 2, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we the Principal and Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California, hereinafter called "City", in the penal sum of Four Million Nine Hundred Seven Thousand One Hundred and No/100 dollars (\$ 4,907,100.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 24, 2023.

By: [Signature]
Principal: Olsen Ranch 212, LLC

Surety: Everest National Insurance Company

By: Cheryl L. Thomas
Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450
Address

Walnut Creek, CA 94597
Address

ACKNOWLEDGMENT

State of _____
County of _____ } ss.

On _____, before me, _____
(here insert name and title of the officer)

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

***See Attached
California Notary
Acknowledgement**

(Seal)

ALL- PURPOSE CERTIFICATE OF 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 Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
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.

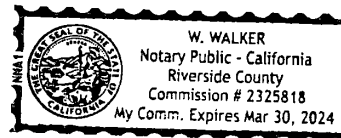
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Performance Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

PAYMENT BOND

PROJECT NO.: Vinedo Backbone - Zone 2
DEVELOPER: Olsen Ranch 212, LLC
PAYMENT BOND NO.: ES00016278
Premium: included in Performance Bond

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC, (hereinafter designated as "**Principal**") have entered into a **Subdivision Improvement Agreement**, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 2, and is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said **Agreement**, "**Principal**" is required, before entering upon the performance of the work, to file a good and sufficient **payment bond** with the **City of El Paso de Robles**, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "**Principal**" and the undersigned as corporate **surety**, are held firmly bound unto the **City of El Paso de Robles** and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid **Agreement** and referred to in the aforesaid **Agreement** and referred to in the aforesaid Code of Civil Procedure in the sum of Four Million Nine Hundred Seven Thousand One Hundred and No/100 dollars (\$ 4,907,100.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said **surety** will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **City** in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 2 OF 3**

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

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

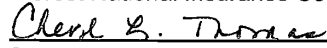
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specification accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration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

IN WITNESS, WHEREOF, this instrument has been duly executed by the "**Principal**" and **surety** above named, on October 24, 2023.

By: 

Olsen Ranch 212, LLC

Principal
Everest National Insurance Company


Surety Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450, Walnut Creek, CA 94597
Address

(SIGNATURES MUST BE NOTARIZED)

**CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 3 OF 3**

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(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 _____ ***See Attached
California Notary
Acknowledgement**

(Seal)

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(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 *****See Attached CA All Purpose Acknowledgment*****

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/25/2023

before me, Lisa Kae Groves, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

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.

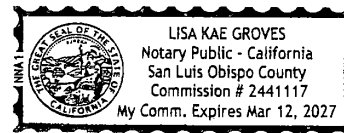
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Kae Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Payment Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL- PURPOSE CERTIFICATE OF 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 Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
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.

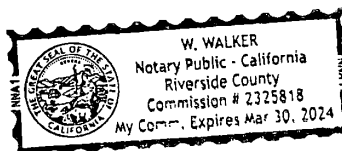
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Payment Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027




Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

 COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS Standard Unit Costs for Project Security (Performance Bond)																			
Project: <u>VINEDO BACKBONE - ZONE 2</u> Prepared by: <u>EJ</u> Firm Name: <u>RICK ENGINEERING</u> Date: <u>October 23, 2023</u>																			
PRICE INDEX BASELINE, 2011 CALTRANS INDEX = 51.6 2nd Quarter 2021 PRICE INDEX = 92.0	<u>Caltrans</u>																		
<p style="text-align: center;">-ENGINEER'S SEAL-</p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  </div>	<p style="text-align: center;">-RESULTS-</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$1,925,481.00</td> </tr> <tr> <td style="text-align: right;">Cost Index Factor</td> <td style="text-align: right;">1.78</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$3,431,535.52</td> </tr> <tr> <td style="text-align: right;">Inflation (10%)</td> <td style="text-align: right;">\$343,153.55</td> </tr> <tr> <td style="text-align: right;">Administration (20%-40%)</td> <td style="text-align: right;">\$686,307.10</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$4,460,996.17</td> </tr> <tr> <td style="text-align: right;">Contingency (10%)</td> <td style="text-align: right;">\$446,099.62</td> </tr> <tr> <td style="text-align: right;">TOTAL SECURITY TO BE POSTED:</td> <td style="text-align: right;">\$4,907,100</td> </tr> <tr> <td colspan="2" style="text-align: center;">(rounded to the nearest \$100)</td> </tr> </table>	Subtotal	\$1,925,481.00	Cost Index Factor	1.78	Adjusted Subtotal	\$3,431,535.52	Inflation (10%)	\$343,153.55	Administration (20%-40%)	\$686,307.10	Adjusted Subtotal	\$4,460,996.17	Contingency (10%)	\$446,099.62	TOTAL SECURITY TO BE POSTED:	\$4,907,100	(rounded to the nearest \$100)	
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<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  </div> <div style="text-align: center;"> 10/25/23 date </div> </div>																			
revised 6/1/2022																			

DOC #2023035769 Page 108 of 192

page 2 of 12

DOC #2023035769 Page 109 of 192

page 3 of 12

DOC #2023035769 Page 110 of 192

page 4 of 12

DOC #2023035769 Page 111 of 192

page 5 of 12

Attachment 5

DOC #2023035769 Page 112 of 192

WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA		2	3,400.00
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF		800	46,400.00
WATER MAIN	10"	\$68.00	LF		600	40,800.00
WATER MAIN	12"	\$92.00	LF		2100	193,200.00
WATER MAIN	14"	\$106.00	LF		0	-
WATER MAIN	16"	\$120.00	LF		0	-
HOT TAP	6"	\$1,998.00	EA		0	-
HOT TAP	8"	\$2,238.00	EA		0	-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA		0	-
GATE VALVE	6"	\$1,500.00	EA		0	-
GATE VALVE	8"	\$2,056.00	EA		24	49,344.00
FIRE HYDRANT	W-2	\$4,800.00	EA		4	19,200.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA		4	8,000.00
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA		3	7,110.00
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA		0	-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA		0	-
THRUST BLOCKS	W-1, 8"	\$385.00	EA		3	1,155.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA		8	3,872.00
THRUST BLOCKS	W-1, 12"	\$714.00	EA		2	1,428.00
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
RW BWV	12"	\$30,000.00	EA		1	30,000.00
RW BWV	10"	\$23,000.00	EA		0	-
						-
Subtotal						403,909.00

DOC #2023035769 Page 113 of 192

page 7 of 12

DOC #2023035769 Page 114 of 192

DOC #2023035769 Page 115 of 192

page 9 of 12

DOC #2023035769 Page 116 of 192

page 10 of 12

DOC #2023035769 Page 117 of 192

100

Surface	Water & RW Sewer	Storm Drain
0.20805369	0.23048327	0.11111111 0.65957447



CITY OF EL PASO DE ROBLES
"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: Vinedo Backbone - Zone 3
DEVELOPER: Olsen Ranch 212, LLC
PERFORMANCE BOND NO: ES00016277
Premium: \$129,280.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a **Subdivision Improvement Agreement** whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 3, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we the Principal and Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California, hereinafter called "City", in the penal sum of Six Million Four Hundred Sixty-Four Thousand and No/100 dollars (\$ 6,464,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 24, 2023.

By: [Signature]
Principal: Olsen Ranch 212, LLC

Surety: Everest National Insurance Company

By: Cheryl L. Thomas
Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450
Address

Walnut Creek, CA 94597
Address

ACKNOWLEDGMENT

State of _____
County of _____ } ss.

On _____, before me, _____
(here insert name and title of the officer)

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

*See Attached
California Notary
Acknowledgement
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/25/2023 before me, Lisa Kae Groves, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

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.

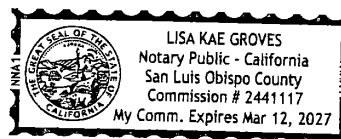
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Performance Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE CERTIFICATE OF 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 }

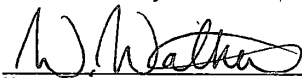
County of Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
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.

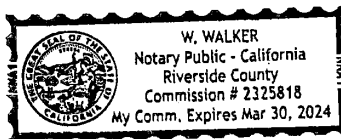
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Performance Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

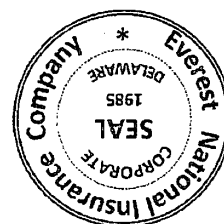
(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

PAYMENT BOND

PROJECT NO.: Vinedo Backbone - Zone 3
DEVELOPER: Olsen Ranch 212, LLC
PAYMENT BOND NO.: ES00016277
Premium: included in Performance Bond

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "**Principal**") have entered into a **Subdivision Improvement Agreement**, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 3, and is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said **Agreement**, "**Principal**" is required, before entering upon the performance of the work, to file a good and sufficient **payment bond** with the **City of El Paso de Robles**, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "**Principal**" and the undersigned as corporate **surety**, are held firmly bound unto the **City of El Paso de Robles** and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid **Agreement** and referred to in the aforesaid **Agreement** and referred to in the aforesaid Code of Civil Procedure in the sum of Six Million Four Hundred Sixty-Four Thousand and No/100 dollars (\$ 6,464,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said **surety** will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **City** in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 2 OF 3**

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

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specification 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.

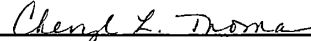
IN WITNESS, WHEREOF, this instrument has been duly executed by the "**Principal**" and **surety** above named, on October 24, 20 23.

Olsen Ranch 212, LLC

By: 

Principal

Everest National Insurance Company



Surety Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450, Walnut Creek, CA 94597

Address

(SIGNATURES MUST BE NOTARIZED)

**CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 3 OF 3**

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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

***See Attached
California Notary
Acknowledgement**

(Seal)

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(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 ***See Attached CA All Purpose Acknowledgment***

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/25/2023 before me, Lisa Kae Groves, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

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.

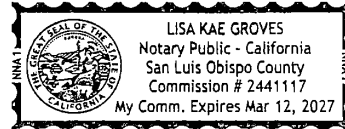
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Kae Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Payment Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL- PURPOSE CERTIFICATE OF 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 }

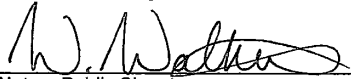
County of Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
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.

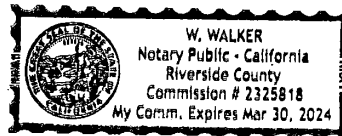
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Payment Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others with that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027




Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

	COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS Standard Unit Costs for Project Security (Performance Bond)																		
Project: <u>VINEDO BACKBONE - ZONE 3</u> Prepared by: <u>EJ</u> Firm Name: <u>RICK ENGINEERING</u> Date: <u>October 23, 2023</u>																			
PRICE INDEX BASELINE, 2011 CALTRANS INDEX = 51.6 2nd Quarter 2021 PRICE INDEX = 92.0 <u>Caltrans</u>																			
<p style="text-align: center;">-ENGINEER'S SEAL-</p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  </div> <div style="margin-top: 20px;">  </div>	<p style="text-align: center;">-RESULTS-</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$2,536,398.50</td> </tr> <tr> <td style="text-align: right;">Cost Index Factor</td> <td style="text-align: right;">1.78</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$4,520,294.69</td> </tr> <tr> <td style="text-align: right;">Inflation (10%)</td> <td style="text-align: right;">\$452,029.47</td> </tr> <tr> <td style="text-align: right;">Administration (20%-40%)</td> <td style="text-align: right;">\$904,058.94</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$5,876,383.10</td> </tr> <tr> <td style="text-align: right;">Contingency (10%)</td> <td style="text-align: right;">\$587,638.31</td> </tr> <tr> <td style="text-align: right;">TOTAL SECURITY TO BE POSTED:</td> <td style="text-align: right;">\$6,464,000</td> </tr> <tr> <td colspan="2" style="text-align: center;">(rounded to the nearest \$100)</td> </tr> </table>	Subtotal	\$2,536,398.50	Cost Index Factor	1.78	Adjusted Subtotal	\$4,520,294.69	Inflation (10%)	\$452,029.47	Administration (20%-40%)	\$904,058.94	Adjusted Subtotal	\$5,876,383.10	Contingency (10%)	\$587,638.31	TOTAL SECURITY TO BE POSTED:	\$6,464,000	(rounded to the nearest \$100)	
Subtotal	\$2,536,398.50																		
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Adjusted Subtotal	\$5,876,383.10																		
Contingency (10%)	\$587,638.31																		
TOTAL SECURITY TO BE POSTED:	\$6,464,000																		
(rounded to the nearest \$100)																			
Engineer's signature _____	10/25/23 date _____																		

revised 6/1/2022

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Subtotal

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Attachment 5

DOC #2023035769 Page 137 of 192

WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA		1	1,700.00
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF		900	52,200.00
WATER MAIN	10"	\$68.00	LF		700	47,600.00
WATER MAIN	12"	\$92.00	LF		2700	248,400.00
WATER MAIN	14"	\$106.00	LF		0	-
WATER MAIN	16"	\$120.00	LF		0	-
HOT TAP	6"	\$1,998.00	EA		0	-
HOT TAP	8"	\$2,238.00	EA		0	-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA		0	-
GATE VALVE	6"	\$1,500.00	EA		0	-
GATE VALVE	8"	\$2,056.00	EA		30	61,680.00
FIRE HYDRANT	W-2	\$4,800.00	EA		4	19,200.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA		5	10,000.00
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA		3	7,110.00
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA		0	-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA		0	-
THRUST BLOCKS	W-1, 8"	\$385.00	EA		3	1,155.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA		9	4,356.00
THRUST BLOCKS	W-1, 12"	\$714.00	EA		3	2,142.00
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
RW BWV	12"	\$30,000.00	EA		0	-
RW BWV	10"	\$23,000.00	EA		0	-
						-
Subtotal						455,543.00

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CITY OF EL PASO DE ROBLES
"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: Vinedo Backbone - Zone 4
DEVELOPER: Olsen Ranch 212, LLC
PERFORMANCE BOND NO: ES00016281
Premium: \$34,302.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a **Subdivision Improvement Agreement** whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 4, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we the Principal and Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California, hereinafter called "City", in the penal sum of One Million Seven Hundred Fifteen Thousand One Hundred and NO/100 dollars (\$ 1,715,100.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 24, 2023.

By: 

Principal: Olsen Ranch 212, LLC

Surety: Everest National Insurance Company

By: Cheryl L. Thomas
Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450
Address

Walnut Creek, CA 94597
Address

ACKNOWLEDGMENT

State of _____
County of _____ } ss.

On _____, before me, _____
(here insert name and title of the officer)

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

***See Attached
California Notary
Acknowledgement**

ALL-PURPOSE CERTIFICATE OF 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 Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
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.

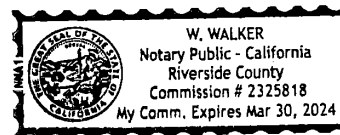
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Performance Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

PAYMENT BOND

PROJECT NO.: Vinedo Backbone - Zone 4
DEVELOPER: Olsen Ranch 212, LLC
PAYMENT BOND NO.: ES00016281
Premium: included in Performance Bond

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "**Principal**") have entered into a **Subdivision Improvement Agreement**, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 4, and is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said **Agreement**, "**Principal**" is required, before entering upon the performance of the work, to file a good and sufficient **payment bond** with the **City of El Paso de Robles**, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "**Principal**" and the undersigned as corporate **surety**, are held firmly bound unto the **City of El Paso de Robles** and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid **Agreement** and referred to in the aforesaid **Agreement** and referred to in the aforesaid Code of Civil Procedure in the sum of One Million Seven Hundred Fifteen Thousand One Hundred and N0/100 dollars (\$ 1,715,100.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said **surety** will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **City** in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 2 OF 3**

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

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

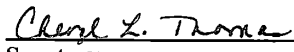
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specification accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration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

IN WITNESS, WHEREOF, this instrument has been duly executed by the "**Principal**" and **surety** above named, on October 24, 20 23

By: 

Olsen Ranch 212, LLC

Principal
Everest National Insurance Company


Surety Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450, Walnut Creek, CA 94597
Address

(SIGNATURES MUST BE NOTARIZED)

**CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 3 OF 3**

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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

***See Attached
California Notary
Acknowledgement**

(Seal)

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(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 *****See Attached CA All Purpose Acknowledgment*****

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/25/2023 before me, Lisa Kae Groves, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Danny Brose

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.

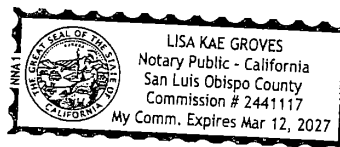
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Kae Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Payment Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE CERTIFICATE OF 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 }

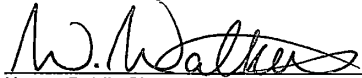
County of Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
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.

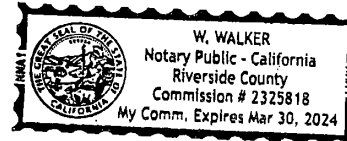
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Payment Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027




Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

 COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS Standard Unit Costs for Project Security (Performance Bond)																			
<div style="display: flex; justify-content: space-between;"> <div> Project: <u>VINEDO BACKBONE - ZONE 4</u> Prepared by: <u>EJ</u> Firm Name: <u>RICK ENGINEERING</u> Date: <u>October 23, 2023</u> </div> </div>																			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">PRICE INDEX BASELINE, 2011 CALTRANS INDEX =</td> <td style="width: 20%;">51.6</td> <td style="width: 40%;"></td> </tr> <tr> <td>2nd Quarter 2021 PRICE INDEX =</td> <td>92.0</td> <td><u>Caltrans</u></td> </tr> </table>		PRICE INDEX BASELINE, 2011 CALTRANS INDEX =	51.6		2nd Quarter 2021 PRICE INDEX =	92.0	<u>Caltrans</u>												
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<p style="text-align: center; margin-bottom: 10px;">-ENGINEER'S SEAL-</p> <div style="border: 1px solid black; padding: 10px; text-align: center;">  </div> <div style="margin-top: 20px;">  <div style="display: flex; justify-content: space-between;"> Engineer's signature 10/25/23 date </div> </div>	<p style="text-align: center; margin-bottom: 10px;">-RESULTS-</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$672,974.00</td> </tr> <tr> <td style="text-align: right;">Cost Index Factor</td> <td style="text-align: right;">1.78</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$1,199,354.44</td> </tr> <tr> <td style="text-align: right;">Inflation (10%)</td> <td style="text-align: right;">\$119,935.44</td> </tr> <tr> <td style="text-align: right;">Administration (20%-40%)</td> <td style="text-align: right;">\$239,870.89</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$1,559,160.77</td> </tr> <tr> <td style="text-align: right;">Contingency (10%)</td> <td style="text-align: right;">\$155,916.08</td> </tr> <tr> <td style="text-align: right;">TOTAL SECURITY TO BE POSTED:</td> <td style="text-align: right;">\$1,715,100</td> </tr> <tr> <td colspan="2" style="text-align: center;">(rounded to the nearest \$100)</td> </tr> </table>	Subtotal	\$672,974.00	Cost Index Factor	1.78	Adjusted Subtotal	\$1,199,354.44	Inflation (10%)	\$119,935.44	Administration (20%-40%)	\$239,870.89	Adjusted Subtotal	\$1,559,160.77	Contingency (10%)	\$155,916.08	TOTAL SECURITY TO BE POSTED:	\$1,715,100	(rounded to the nearest \$100)	
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(rounded to the nearest \$100)																			

revised 6/1/2022

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Attachment 5

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STORM DRAIN: SEC. 5-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CURB INLET	D-2	\$3,900	EA		0	-
RURAL INLET	D-2A,B	\$1,700	EA		0	-
CULVERT PIPE	15"	\$38.00	LF			-
CULVERT PIPE	18"	\$60.00	LF		0	-
CULVERT PIPE	24"	\$80.00	LF		0	-
CULVERT PIPE	30"	\$90.00	LF		0	-
CULVERT PIPE	36"	\$105.00	LF		0	-
CULVERT PIPE	48"	\$135.00	LF		0	-
CULVERT PIPE	60"	\$150.00	LF		0	-
HEADWALL (CALTRANS D89)	15"-36" PIPE	\$3,420.00	EA		0	-
HEADWALL -WING TYPE (D89)	18"-60"	\$4,800.00	EA		0	-
UNDERDRAIN (SIDEWALK)	D-4A, D-4B	\$1,500.00	EA			-
UNDERDRAIN (SIDEWALK)	PIPE D-4	\$500.00	EA			-
RIP-RAP DISSIPATER	0.25 TON, H-5	\$150.00	CY		0	-
RIP-RAP DISSIPATER	0.5 TON, H-5	\$160.00	CY			-
RIP-RAP DISSIPATER	1 TON, H-5	\$170.00	CY			-
RIP-RAP DISSIPATER	2 TON, H-5	\$180.00	CY			-
OVERSIDE DRAIN, (CALTRANS)	HMA	\$320.00	EA			-
CONCRETE V-DITCH (SLOPE)		\$40.00	LF			-
MANHOLE	D-3 8' DEPTH	\$4,500	EA		0	-
TIE TO EX. MANHOLE		\$2,000	EA		0	-
UNDERGROUND BASIN	STORMTECH	\$8.00	CF	\$500		-
CATCH BASIN	36"x36"	\$2,500	EA		0	-
						-
						-
						-
						-
						-
						-
						-
						-
Subtotal						-

Attachment 5

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WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA		0	-
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF		260	15,080.00
WATER MAIN	10"	\$68.00	LF		200	13,600.00
WATER MAIN	12"	\$92.00	LF		700	64,400.00
WATER MAIN	14"	\$106.00	LF		0	-
WATER MAIN	16"	\$120.00	LF		0	-
HOT TAP	6"	\$1,998.00	EA		0	-
HOT TAP	8"	\$2,238.00	EA		0	-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA		0	-
GATE VALVE	6"	\$1,500.00	EA		0	-
GATE VALVE	8"	\$2,056.00	EA		8	16,448.00
FIRE HYDRANT	W-2	\$4,800.00	EA		1	4,800.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA		1	2,000.00
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA		1	2,370.00
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA		0	-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA		0	-
THRUST BLOCKS	W-1, 8"	\$385.00	EA		1	385.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA		3	1,452.00
THRUST BLOCKS	W-1, 12"	\$714.00	EA		1	714.00
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
RW BWV	12"	\$30,000.00	EA		0	-
RW BWV	10"	\$23,000.00	EA		0	-
						-
Subtotal						121,249.00

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CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: Vinedo Backbone - Zone 5
DEVELOPER: Olsen Ranch 212, LLC
PERFORMANCE BOND NO: ES00016280
Premium: \$56,190.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a **Subdivision Improvement Agreement** whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 5, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we the Principal and Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California, hereinafter called "City", in the penal sum of Two Million Eight Hundred Nine Thousand Five Hundred and NO/100 dollars (\$2,809,500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 24 2023.

By: [Signature]
Principal: Olsen Ranch 212, LLC

Surety: Everest National Insurance Company

By: Cheryl L. Thomas
Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450
Address

Walnut Creek, CA 94597
Address

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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

***See Attached
California Notary
Acknowledgement**

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/25/2023

before me, Lisa Kae Groves, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

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.

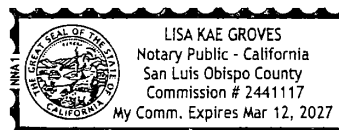
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

Performance Bond

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL- PURPOSE CERTIFICATE OF 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 }

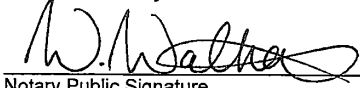
County of Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

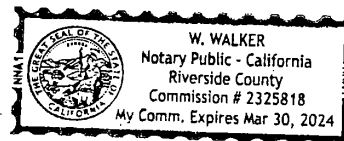
personally appeared Cheryl L. Thomas
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that 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.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Performance Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R08239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

PAYMENT BOND

PROJECT NO.: Vinedo Backbone - Zone 5
DEVELOPER: Olsen Ranch 212, LLC
PAYMENT BOND NO.: ES00016280
Premium: included in Performance Bond

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "**Principal**") have entered into a **Subdivision Improvement Agreement**, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 5, and is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said **Agreement**, "**Principal**" is required, before entering upon the performance of the work, to file a good and sufficient **payment bond** with the **City of El Paso de Robles**, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "**Principal**" and the undersigned as corporate **surety**, are held firmly bound unto the **City of El Paso de Robles** and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid **Agreement** and referred to in the aforesaid **Agreement** and referred to in the aforesaid Code of Civil Procedure in the sum of Two Million Eight Hundred Nine Thousand Five Hundred and N0/100 dollars (\$ 2,809,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said **surety** will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **City** in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 2 OF 3**

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

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

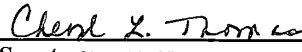
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specification accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration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

IN WITNESS, WHEREOF, this instrument has been ~~duly~~ executed by the "**Principal**" and **surety** above named, on October 24, 20 23.

Olsen Ranch 212, LLC

By: 

Principal
Everest National Insurance Company


Surety Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450, Walnut Creek, CA 94597
Address

(SIGNATURES MUST BE NOTARIZED)

**CITY OF EL PASO DE ROBLES
A MASTER ~ PAYMENT BOND
PAGE 3 OF 3**

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

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

***See Attached
California Notary
Acknowledgement**

(Seal)

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On _____, before me, _____,
(here insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(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 *****See Attached CA All Purpose Acknowledgment*****

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Luis Obispo

On 10/25/2023

before me, Lisa Kae Groves, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

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.

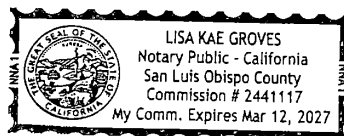
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Kae Groves

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL)



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

Payment Bond

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Cheryl L. Thomas

SIGNER(S) OTHER THAN NAMED ABOVE

ALL- PURPOSE CERTIFICATE OF 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 }

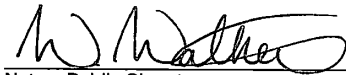
County of Orange }

On October 24, 2023 before me, W. Walker, Notary Public
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas
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.

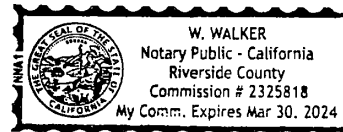
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Olsen Ranch 212, LLC

(Title or description of attached document)

Payment Bond

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





POWER OF ATTORNEY
EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027




Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



By: Sylvia Semerdjian, Secretary

	COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS Standard Unit Costs for Project Security (Performance Bond)																		
Project: <u>VINEDO BACKBONE - ZONE 5</u> Prepared by: <u>EJ</u> Firm Name: <u>RICK ENGINEERING</u> Date: <u>October 23, 2023</u>																			
PRICE INDEX BASELINE, 2011 CALTRANS INDEX = 51.6 2nd Quarter 2021 PRICE INDEX = 92.0 <u>Caltrans</u>																			
<p style="text-align: center;">-ENGINEER'S SEAL-</p> <div style="text-align: center;">  </div>	<p style="text-align: center;">-RESULTS-</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$1,102,421.00</td> </tr> <tr> <td style="text-align: right;">Cost Index Factor</td> <td style="text-align: right;">1.78</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$1,964,702.23</td> </tr> <tr> <td style="text-align: right;">Inflation (10%)</td> <td style="text-align: right;">\$196,470.22</td> </tr> <tr> <td style="text-align: right;">Administration (20%-40%)</td> <td style="text-align: right;">\$392,940.45</td> </tr> <tr> <td style="text-align: right;">Adjusted Subtotal</td> <td style="text-align: right;">\$2,554,112.90</td> </tr> <tr> <td style="text-align: right;">Contingency (10%)</td> <td style="text-align: right;">\$255,411.29</td> </tr> <tr> <td style="text-align: right;">TOTAL SECURITY TO BE POSTED:</td> <td style="text-align: right;">\$2,809,500</td> </tr> <tr> <td colspan="2" style="text-align: center;">(rounded to the nearest \$100)</td> </tr> </table>	Subtotal	\$1,102,421.00	Cost Index Factor	1.78	Adjusted Subtotal	\$1,964,702.23	Inflation (10%)	\$196,470.22	Administration (20%-40%)	\$392,940.45	Adjusted Subtotal	\$2,554,112.90	Contingency (10%)	\$255,411.29	TOTAL SECURITY TO BE POSTED:	\$2,809,500	(rounded to the nearest \$100)	
Subtotal	\$1,102,421.00																		
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Contingency (10%)	\$255,411.29																		
TOTAL SECURITY TO BE POSTED:	\$2,809,500																		
(rounded to the nearest \$100)																			
 _____ Engineer's signature	10/25/23 _____ date																		
revised 6/1/2022																			

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Subtotal

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Attachment 5

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WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA		2	3,400.00
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF		500	29,000.00
WATER MAIN	10"	\$68.00	LF		400	27,200.00
WATER MAIN	12"	\$92.00	LF		1450	133,400.00
WATER MAIN	14"	\$106.00	LF		0	-
WATER MAIN	16"	\$120.00	LF		0	-
HOT TAP	6"	\$1,998.00	EA		0	-
HOT TAP	8"	\$2,238.00	EA		0	-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA		0	-
GATE VALVE	6"	\$1,500.00	EA		0	-
GATE VALVE	8"	\$2,056.00	EA		16	32,896.00
FIRE HYDRANT	W-2	\$4,800.00	EA		2	9,600.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA		3	6,000.00
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA		2	4,740.00
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA		0	-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA		0	-
THRUST BLOCKS	W-1, 8"	\$385.00	EA		2	770.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA		5	2,420.00
THRUST BLOCKS	W-1, 12"	\$714.00	EA		2	1,428.00
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
RW BWV	12"	\$30,000.00	EA		0	-
RW BWV	10"	\$23,000.00	EA		0	-
						-
Subtotal						250,854.00

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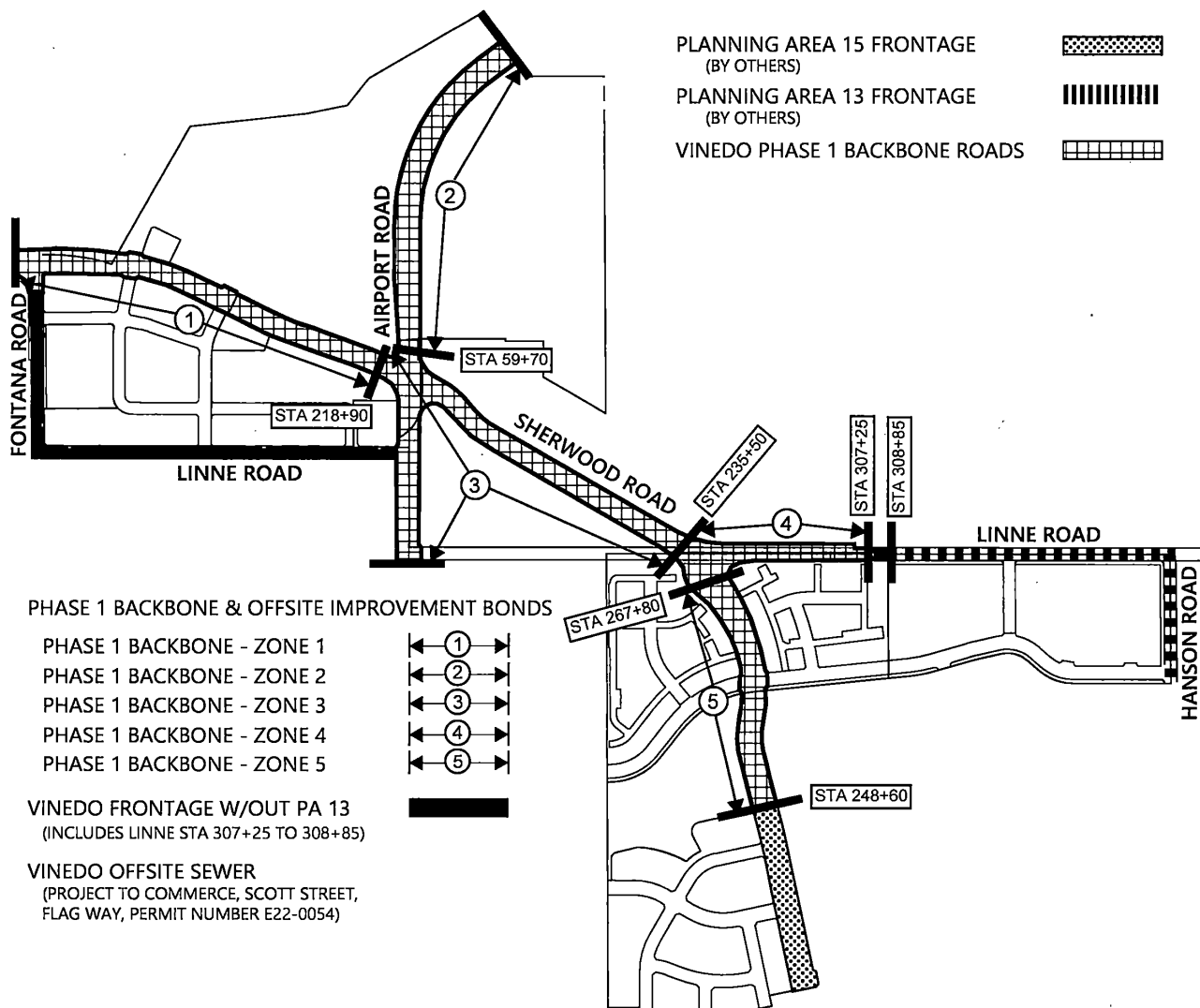
Surface	Water & RW	Sewer	Storm Drain
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0.1409396	0.15613383	0.07407407	0.08510638
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EXHIBIT C
MAP OF IMPROVEMENT ZONES

EXHIBIT C

MAP OF IMPROVEMENT ZONES



END OF DOCUMENT