

**PARCEL MAP IMPROVEMENT AGREEMENT  
BETWEEN COUNTY AND OWNER**

*AGMT #08-52577*

**THIS AGREEMENT**, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "County"), and **UNITED PROPERTY & INVESTMENT LLC.**, a Limited Liability Company, duly qualified to conduct business in the State of California, (hereinafter referred to as "Owner"), whose mailing address is Post Office Box 5105, El Dorado Hills, California 95762, concerning improvements for the **LEE PARCEL MAP P06-0017** (hereinafter referred to as "Subdivision"), in accordance with the improvement plans entitled **IMPROVEMENT PLANS FOR LEE PARCEL MAP**, the Tentative Parcel Map of which was conditionally approved by the Board of Supervisors on the 25<sup>th</sup> day of March, 2008.

**RECITALS**

**WHEREAS**, Owner is vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as **Lee Parcel Map, P06-0017**;

**WHEREAS**, Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision;

**WHEREAS**, Section 1, Volume II of County's Design and Improvement Standards Manual, hereinafter referred to as the "Manual," defines the term "subdivisions" as Class I Subdivisions, Rural Subdivisions, and Minor Land Divisions, commonly referred to as parcel maps;

**WHEREAS**, Subsection F to Section 2, Volume II of the Manual requires Owner to execute a Parcel Map Improvement Agreement and furnish financial security before commencing or causing to be commenced any construction of Subdivision improvements;

**WHEREAS**, Section 15.14.300 and Section 16.16.050 of the El Dorado County Ordinance Code, hereinafter referred to as the "Code," address the deposit of improvement security and maintenance security in sufficient amount to assure faithful performance of the work in the event of default on the part of the Owner or where the Owner does not proceed with preparation and obtaining the approval of a final map, and to guarantee and maintain the grading work to assure the proper functioning of drainage systems and adequate erosion and sedimentation control;

**NOW, THEREFORE**, the parties hereto in consideration of the recitals, terms, and conditions herein, do hereby agree as follows:

## AGREEMENT

### OWNER WILL:

1. Make or cause to be made all of those improvements in the Subdivision as required under the Findings/Mitigation Measures/Conditions of Approval P06-0017 and as shown or described on the improvement plans and specifications which were approved by County's Department of Transportation on the 29<sup>th</sup> day of December, 2008, and which are described in the cost estimates, attached hereto as Exhibit A, marked "Schedule of Improvements," which Exhibit is incorporated herein and made by reference a part hereof. The estimated cost of the improvements agreed to be performed herein is **ONE HUNDRED FORTY THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS AND SIX CENTS (\$140,536.06)**.
2. Prior to commencing construction, obtain all necessary environmental clearances, acquire any necessary right-of-way and obtain any necessary permits from any outside agencies.
3. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and the County Grading, Erosion and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.
4. Complete said improvements no later than (2) years from the Notice to Proceed.
5. Post security acceptable to County as provided in Section 16.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owner shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.
6. Provide for and pay the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.
7. Provide deposits for and pay all costs of construction oversight, inspection, administration and acceptance of the work by County in accordance with the County Engineer Fee Schedule adopted by Resolution of County's Board of Supervisors.
8. Have as-built plans prepared by a civil engineer and filed with County's Department of Transportation as provided in Section 16.16.060 of the Code.
9. Repair at Owner's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.
10. To the fullest extent allowed by law, defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages, fines, penalties, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or an account of, injuries to or death of any person, including but not limited to

workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owner, any Contractor(s), Subcontractor(s), and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Owner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code, Section 2778.

11. Provide continuous, sufficient access to Owner's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.

12. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns and personal representatives of Owner.

**COUNTY WILL:**

13. Upon execution of this Agreement and receipt of good and sufficient security as required by Paragraph 5 above and receipt of the appropriate service fees, authorize the Parcel Map improvements described in Paragraph 1 above for construction.

14. Upon receipt of a Certificate from County's Director of Transportation stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 16.16.040 of the Code.

15. Require Owner to make such alterations, deviations, additions to, or deletions from the improvements agreed to be performed herein and shown and described on the plans, specifications, and cost estimates as may be deemed by County's Director of Transportation to be necessary or advisable for the proper completion or construction of the whole work contemplated.

16. Require Owner to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the plans, specifications, cost estimates, and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by County's Director of Transportation to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements, and County's Grading, Erosion and Sediment Control Ordinances.

17. Require Owner to pay County for costs and reasonable attorney fees should the County be required to commence an action to enforce the provisions of this Agreement or in enforcing the security obligations provided herein.

**ADDITIONAL TERMS:**

18. Owner shall conform to and abide by all Federal, State, and local building, labor, and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, the improvement plans and specifications, is to be construed to permit work not conforming to these codes, laws and regulations.

19. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.

20. Neither this Agreement, nor any part thereof, or any monies due or to become due hereunder, may be assigned by Owner without written approval of County.

21. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

22. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

Attn: Craig D. McKibbin,  
Supervising Civil Engineer,  
Transportation Planning & Land  
Development Division

or to such other location as County directs.

With a copy to:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

Attn: Tim C. Prudhel,  
Contract Services Officer

Notices to Owner shall be addressed as follows:

Chamy Thor Lee  
United Property & Investment LLC  
P.O. Box 5105  
El Dorado Hills, California 95762

or to such other location as Owner directs.


23. The County officer or employee with responsibility for administering this Agreement is Craig D. McKibbin, Supervising Civil Engineer, Transportation Planning & Land Development Division, Department of Transportation, or successor.

24. Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


25. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

26. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**Contract Administrator Concurrence:**

By:  \_\_\_\_\_ Dated: 05 March 2009  
Craig D. McKibbin  
Supervising Civil Engineer,  
Transportation Planning & Land  
Development Division  
Department of Transportation

**Requesting Department Concurrence:**

By:  \_\_\_\_\_ Dated: 3/25/09  
James W. Ware, P.E.  
~~Interim~~ Director of Transportation

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Suzanne Allen de Sanchez,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

-- UNITED PROPERTY & INVESTMENT LLC --

By: Chamy Thor Lee Dated: 2-12-09  
Chamy Thor Lee  
Managing Member  
"Owner"

**UNITED PROPERTY & INVESTMENT LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY**

**CERTIFICATE**

The undersigned hereby certifies that:

She is now and at all times herein mentioned has been the duly elected, qualified and acting Managing Member of United Property & Investment LLC, a duly organized and existing California limited liability company; and

Attached is a true copy of a Resolution duly adopted June 24, 2005, authorizing Chamy Thor Lee, Managing Member, to execute, on behalf of United Property & Investment LLC, any and all agreements, contracts, or other documents or instruments necessary to conduct and transact business. Said Resolution has not been modified or rescinded and is at the date of this Certificate in full force and effect.

Attached is a true copy of the Operating Agreement for United Property & Investment, LLC entered into as of June 24, 2005, of which Chamy Thor Lee is a Managing Member. Said Operating Agreement has not been rescinded and is at the date of this Certificate in full force and effect.

Chamy Thor Lee  
CHAMY THOR LEE,  
MANAGING MEMBER

2-12-09  
DATE

**ACKNOWLEDGMENT**

State of California

County of Sacramento

On 02-12-09 before me, Kristin Tribble, Notary Public  
(here insert name and title of the officer)

personally appeared Chamy Thor Lee

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 Kristin Tribble



(Seal)



Parcel Map Improvement Agreement

Exhibit A

**SCHEDULE OF IMPROVEMENTS**

Item Description	Quantity	Unit	Unit Cost	Total Cost
<b>Grading</b>				
Road grading	1,600	CY	\$15.25	\$24,400.00
Clear and grub	1	LS	\$2,500.00	\$2,500.00
<b>Subtotal</b>				<b>\$26,900.00</b>
<b>Streets</b>				
2" AC over 6" AB	9,475	SF	\$4.05	\$38,373.75
Class II AB shoulders	7,950	SF	\$1.37	\$10,891.50
Sawcut pavement (including utility trenches)	1,500	LF	\$4.55	\$6,825.00
<b>Subtotal</b>				<b>\$56,090.25</b>
<b>Storm Drain</b>				
12" CSP SD pipe	24	LF	\$50.80	\$1,219.20
<b>Subtotal</b>				<b>\$1,219.20</b>
<b>Water</b>				
Water service	3	EA	\$457.20	\$1,371.60
Fire hydrant	1	EA	\$2,540.00	\$2,540.00
<b>Subtotal</b>				<b>\$3,911.60</b>
<b>Sanitary Sewer</b>				
Sewer lateral with cleanout	3	EA	\$508.00	\$1,524.00
Restore pavement	300	SF	\$2.05	\$615.00
<b>Subtotal</b>				<b>\$2,139.00</b>
<b>Miscellaneous</b>				
Relocate power poles	3	EA	\$10,000.00	\$30,000.00
Erosion control	1	LS	\$7,500.00	\$7,500.00
<b>Subtotal</b>				<b>\$37,500.00</b>

**On-site Construction Cost Summary**

Description	Cost
Grading	\$26,900.00
Streets	\$56,090.25
Storm Drain	\$1,219.20
Water	\$3,911.60
Sanitary Sewer	\$2,139.00
Miscellaneous	\$37,500.00

**Construction Cost Subtotal**      **\$127,760.05**

10% Contingency      **\$12,776.01**

**Estimated Total Construction Cost Total**      **\$140,536.06**

**CERTIFICATE OF PARTIAL COMPLETION OF SUBDIVISION IMPROVEMENTS**

I hereby certify that the following improvements in the **Improvement Plans for Lee Parcel Map** have been completed, to wit:


	<b>TOTAL AMOUNT</b>	<b>PERCENT COMPLETE</b>	<b>REMAINING AMOUNT</b>
Grading	\$26,900.00	0%	\$26,900.00
Streets	\$56,090.25	0%	\$56,090.25
Storm Drain	\$1,219.20	0%	\$1,219.20
Water	\$3,911.60	0%	\$3,911.60
Sanitary Sewer	\$2,139.00	0%	\$2,139.00
Miscellaneous	\$37,500.00	0%	\$37,500.00
Contingency (10%)	\$12,776.01	0%	\$12,776.01
<b>Totals</b>		0%	<b>\$140,536.06</b>

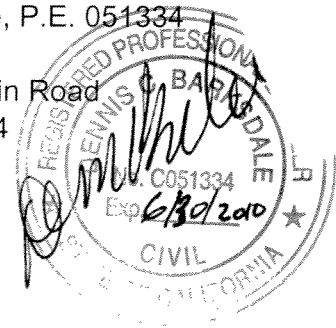
I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **One Hundred Forty Thousand Five Hundred Thirty-Six Dollars and Six cents (\$140,536.06)**.

The Performance Bond is in the amount of **One Hundred Forty Thousand Five Hundred Thirty-Six Dollars and Six cents (\$140,536.06)**.

The Laborers and Materialmens Bond is in the amount of **Seventy Thousand Two Hundred Sixty-Eight Dollars and Three cents (\$70,268.03)**.


DATED: 2/12/2009

  
Dennis C. Barksdale, P.E. 051334  
Claybar Engineering  
9354 Elk Grove-Florin Road  
Elk Grove, CA 95624



ACCEPTED BY COUNTY OF EL DORADO

DATED: 3/5/09

  
James W. Ware, P.E.  
Interim Director of Transportation

Bond No. 4371243  
Premium: \$3,311.00

**PERFORMANCE BOND AGREEMENT FORM**

Whereas, the Board of Supervisors of the **County of El Dorado**, a political subdivision of the State of California, and **United Property & Investment LLC** (hereinafter designated as "Principal"), have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20 09, and identified as the **Parcel Map Improvement Agreement Between County and Owner for the Lee Parcel Map P06-0017, AGMT # 08-52577**, is hereby referred to and made part hereof; and

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

Now, therefore, we, the Principal and SureTec Insurance Company, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of **One Hundred Forty Thousand, Five Hundred Thirty-Six Dollars and Six Cents (\$140,536.06)** 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 bound Principal his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of El Dorado, 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.

This guarantee shall insure the County of El Dorado during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado 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 performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on February 13, 2009.

**"Surety"**

**"Principal"**

SureTec Insurance Company

**United Property & Investment LLC  
A California Limited Liability Company**

By Shirley Paiva

By Chamy Thor Lee

Shirley Paiva, Attorney-in-Fact  
Print Name

**Chamy Thor Lee  
Managing Member  
P.O. Box 5105  
El Dorado Hills, California 95762**

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**PRINCIPAL**

**ACKNOWLEDGMENT**

State of California

County of Sacramento

On 2/13/09 before me, Shirley Paiva, Notary Public,  
(here insert name and title of the officer)

personally appeared Chamy Thor Lee

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 Shirley Paiva



**(Seal)**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Sacramento

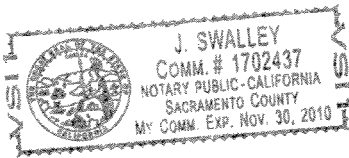
On 2/13/09 before me, J. Swalley, Notary Public

personally appeared Shirley Paiva

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 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 PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



J. Swalley  
Signature of Notary

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
Signer(s) other than named above

SureTec Insurance Company

Bond No. 4371243  
Included in the  
Premium Performance Bond

**LABORERS AND MATERIALMENS BOND FORM**

Whereas, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and **United Property & Investment LLC** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 2009, and identified as the **Parcel Map Improvement Agreement Between County and Owner for the Lee Parcel Map P06-0017, AGMT # 08-52577**, is hereby referred to and made 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 County of El Dorado 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, we, the Principal and SureTec Insurance Compnay (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **Seventy Thousand Two Hundred Sixty-Eight Dollars and Three Cents (\$70,268.03)**, 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 the County of El Dorado 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.

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 specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on February 13, 20 09.

**“Surety”**

SureTec Insurance Company

By Shirley Paiva

Shirley Paiva, Attorney-in-Fact  
Print Name

**“Principal”**

United Property & Investment LLC  
A California Limited Liability Company

By Chamy Thor Lee

Chamy Thor Lee  
Managing Member  
P.O. Box 5105  
El Dorado Hills, California 95762

**NOTARY ACKNOWLEDGMENTS ATTACHED**



**PRINCIPAL**

**ACKNOWLEDGMENT**

State of California

County of Sacramento

On 2/13/09 before me, Shirley Paiva, Notary Public  
(here insert name and title of the officer)

personally appeared Chamy Thor Lee

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 Shirley Paiva



(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Sacramento

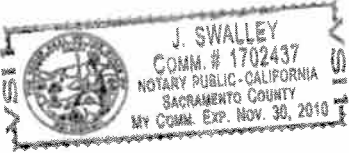
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personally appeared Shirley Paiva

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 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 PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



J. Swalley  
Signature of Notary

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
  
- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

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

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) other than named above

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

SureTec Insurance Company

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Shirley Paiva

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/10 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (*Adopted at a meeting held on 20<sup>th</sup> of April, 1999.*)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

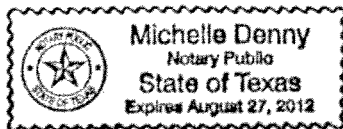
State of Texas                      ss:  
County of Harris

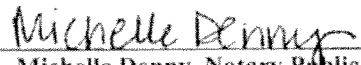


SURETEC INSURANCE COMPANY

By:   
B.J. King, President

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Michelle Denny, Notary Public  
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13th day of February, 2009, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.