

# ORIGINAL

## OFFSITE ROAD IMPROVEMENT AGREEMENT FOR WILSON ESTATES, TM 14-1515 BETWEEN THE COUNTY AND THE DEVELOPER

*AGMT #16-54409*

**THIS ROAD IMPROVEMENT AGREEMENT**, hereinafter called “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 **RENASCI WILSON ESTATES, LLC**, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 28118 Agoura Road, Suite 105, Agoura Hills, California 91301 (hereinafter referred to as “Developer”) concerning the offsite road and drainage improvements for the **Wilson Estates Project** (hereinafter referred to as “Project”) in accordance with the improvement plans entitled **Wilson Estates, TM 14-1515** and cost estimates prepared by CTA Engineering, David Crosariol, P.E., Registered Civil Engineer, and approved by Andrew S. Gaber, Deputy Director, Development/Right of Way/Environmental (hereinafter referred to as “County Engineer”), El Dorado County Community Development Agency, Transportation Division (hereinafter referred to as “Transportation”).

### RECITALS

**WHEREAS**, Developer has prepared the Wilson Estates, TM 14-1515 Improvement Plans and cost estimates for the construction of the Project that have been approved by County Engineer; and

**WHEREAS**, the Developer shall provide County satisfactory security in the form of cash payments or Performance Bond and Laborers and Materialmens Bonds (“Bonds”) for the Project work prior to advertisement for bids;

**WHEREAS**, it is the intent of the parties hereto that the performance of Developer’s obligations shall be in conformance with the terms and conditions of this Agreement and shall be in conformity with all applicable state and local laws, rules and regulations;

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

### **SECTION 1. THE WORK**

Developer will, at its own cost and expense, in a workmanlike manner, faithfully and fully design and construct or cause to be constructed all of the offsite road, drainage and road related improvements for the Project, inclusive of but not limited to, road drainage required by the Conditions of Approval and will perform the requirements of this Agreement in accordance with the plans, change orders, and itemized cost estimates approved by County and hereby made a part of this Agreement for all purposes as if fully incorporated herein. The Developer shall improve the frontages along the north side of Green Valley Road and the

north side of Malcolm Dixon Road by rebuilding the existing road surfaces, widening Green Valley Road, adding traffic signs, installing water and sewer lines, headwalls, and restriping the roadways and striping turn pocket. All construction work shall be in accordance with all applicable state and local rules, regulations and County policies. Developer's obligations herein are for the completion of the improvements and shall not be relieved by contracting for the improvements.

An itemized account of the estimated cost of said improvements is set forth in Exhibit A, marked "Engineer's Bonding Estimate for Road Improvements;" which is attached hereto and incorporated by reference herein.

County will require Developer to make such alterations, deviations, additions to or deletions from the improvements shown and described on the plans, specifications, and cost estimates as may be reasonably deemed by the County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated. Developer shall be responsible for all design and engineering services of the Project, at the location and as generally depicted in the plans, specifications and contract documents ultimately approved by the County. The design shall be prepared in accordance with all applicable laws, statutes, orders, map conditions, and with County standards for the Project. Upon completion of the work, Developer shall provide proof of adequate professional liability insurance of the engineer running this to Project, and in favor of the County. Developer shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of the County.

#### **SHORING PLAN**

As a first order of work the Contractor must submit a shoring plan **thirty (30) days prior to excavation** for any trench five (5) feet or more in depth. The Contractor shall not begin until Contractor has received approval, from the Contract Administrator, of Contractor's detailed shoring plan for worker protection from the hazards of caving ground during the excavation of that trench, and any design calculations used in the preparation of the detailed plan. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the California Division of Occupational Safety and Health. If the plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted at least **thirty (30) days before** Contractor intends to begin excavation for the trench. Nothing in this Article shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Construction Safety Orders.

#### **SECTION 2. TRAFFIC CONTROL**

A Traffic Control Plan that meets County Standards shall be prepared by a Registered Civil Engineer and submitted to the Transportation Division for review and approval **prior to the start of work on the Project.**

The Traffic Control Plan shall address access to adjacent properties and the safe and convenient passage of public traffic through the work area. Road closure will not be permitted without El Dorado County Board of Supervisors approval, and two (2) lanes of traffic must be open at the end of each working day. The Traffic Control Plan shall include proposed flagging, signage, protective barriers and limits on excavation within four (4) feet of travel ways open to traffic. The traffic signal at Green Valley Road and Malcolm Dixon Road shall be maintained and shall be operational at all times. The Plan shall also include any proposed staging of the improvements.

### **SECTION 3. TIME**

Developer shall cause the commencement of items of work after County's approval of the plans for the Project (which plans were approved on April 13, 2016) and shall complete the Project no later than two (2) years from the date of approval of the plans, subject to extensions for delays not within the control of the Developer. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays.

### **SECTION 4. WARRANTY**

Developer warrants against defect the materials and workmanship utilized on this Project for a period of one (1) year from the date of County's acceptance of the Project and shall make such replacements and repairs during such one (1) year period, at its sole cost and expense, as are necessary. County will retain a portion of the security posted in the amount of ten percent (10%) of the total value of work performed, in the form of a Performance Bond for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.

### **SECTION 5. PERFORMANCE AND LABORERS AND MATERIALMENS BONDS**

Developer shall deliver to Transportation a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Six Hundred Twenty-Three Thousand Nine Hundred Fifty-One Dollars and Eighty-Eight Cents (\$623,951.88)** conditioned upon the faithful performance of Developer's obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

Developer shall deliver to Transportation a Laborers and Materialmens Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Six Hundred Twenty-Three Thousand Nine Hundred Fifty-One Dollars and Eighty-Eight Cents (\$623,951.88)** conditioned upon the faithful performance of Developer's obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

The Bonds required by this Section are a condition precedent to County entering into this Agreement. Developer shall ensure that the contractor awarded the work shall provide

Payment and Performance Bonds that name County as an additional obligee and that include a one (1) year warranty provision in the Performance Bond against defects in materials and workmanship. The forms shall be County's approved forms. After contract award, Developer shall submit for County's review and approval the executed bonds together with certificates of insurance from the contractor naming County as an additional named insured.

**SECTION 6. INDEMNIFICATION**

To the fullest extent allowed by law, Developer shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on 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 Developer's funding, or work on the Project, and the design, including the plats and legal descriptions for the acquisition of right-of-way, of the improvements whether by Developer or Developer's consultant, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Developer, any Contractor(s), Subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Developer to indemnify and hold County harmless includes the duties to defend set forth in California Civil Code Section 2778.

This duty to indemnify is separate and apart from the insurance requirements herein and shall not be limited thereto.

**SECTION 7. ATTORNEY FEES**

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

**SECTION 8. INSURANCE**

**GENERAL INSURANCE REQUIREMENTS:** Developer shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that Developer maintains insurance that meets the following requirements. In lieu of this requirement, Developer may have its Contractor provide proof of a policy of insurance satisfactory to the County's Risk Management Division and documentation evidencing that Contractor maintains said insurance so long as Contractor's insurance meets these same requirements and standards, and subject to Contractor assuming the same obligations as Developer as follows:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees performing work under this Agreement as required by law in the State of California.

2. Commercial General Liability (CGL) Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, blanket contractual and independent contractors liability and a Two Million Dollar (\$2,000,000) aggregate limit.

3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Developer in performance of the Agreement.

4. In the event Developer or its agent(s) are licensed professionals and are performing professional services under this contract, Professional Liability Insurance is required, with a limit of liability of not less than One Million Dollars (\$1,000,000).

5. Explosion, Collapse, and Underground (XCU) coverage is required when the scope of work includes XCU exposure.

**PROOF OF INSURANCE REQUIREMENTS:**

1. Developer shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement inclusive of the obligation to design and construct the Project are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to the insurance policies naming County an additional insured.

3. In the event Developer cannot provide an occurrence policy, Developer shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or Developer shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**INSURANCE NOTIFICATION REQUIREMENTS:**

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon prior written notice to County at the office of the Transportation Division, 2850 Fairlane Court, Placerville, CA 95667.

2. Developer agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Developer shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Developer fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division, and Developer agrees that no work or services shall be performed prior to the giving of such approval.

**ADDITIONAL STANDARDS:** Certificates shall meet such additional standards as may be determined by Transportation, either independently or in consultation with the Risk Management Division, as essential for protection of County.

**COMMENCEMENT OF PERFORMANCE:** Developer shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

**MATERIAL BREACH:** Failure of Developer to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

**REPORTING PROVISIONS:** Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

**PRIMARY COVERAGE:** Developer's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Developer's insurance and shall not contribute with it.

**PREMIUM PAYMENTS:** The insurance companies shall have no recourse against the County of El Dorado, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

**DEVELOPER'S OBLIGATIONS:** Developer's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

## **SECTION 9.           RESPONSIBILITY OF ENGINEER**

Developer shall employ and make available to County an individual or firm acceptable by the County Engineer to provide responses to contractor and construction inspector requests for information, and to provide requisite design revisions as requested by County Engineer before, during and close out of construction, and through the one-year warranty period of the Project. County Engineer shall be notified by Developer one (1) month in advance of terminating the services of the individual or firm accepted by County Engineer and shall

employ a comparable replacement individual or firm acceptable by County Engineer simultaneously to the termination notice date. The individual or firm so employed shall act as Developer's representative to ensure full compliance with the terms and conditions set forth in the plans, specifications, all permits and any other agreements, notices or directives related to the Project. County Engineer shall have full access to the individual or firm to ensure that the Project is being constructed in accordance with the approved plans and County specifications. The cost associated with County's utilization of the individual or firm shall be a Project cost for which Developer is responsible.

**SECTION 10.           INSPECTION**

An authorized representative of County will perform construction inspection and material testing in accordance with the most current State of California, Department of Transportation, Standard Specifications. All testing shall be accomplished to the reasonable satisfaction of County.

**SECTION 11.           RECORD DRAWINGS**

Developer shall have an engineer prepare Record Drawings describing the finished work. The Record Drawings shall be submitted to Transportation at the completion of the work.

**SECTION 12.           FEES**

Developer shall pay all fees in accordance with Transportation's fee schedules, including but not limited to application, plan checking, construction oversight, inspection, administration and acceptance of the work by County.

**SECTION 13.           DEFAULT, TIME TO CURE, AND REMEDY**

Developer's failure to perform any obligation at the time specified in this Agreement will constitute a default and County will give written notice of said default ("Notice") in accordance with the notice provisions of this Agreement. Notice shall specify the alleged default and the applicable Agreement provision Developer shall cure the default within ten (10) days ("Time to Cure") from the date of the Notice. In the event that the Developer fails to cure the default within the Time to Cure, Developer shall be deemed to be in breach of this Agreement.

**SECTION 14.           PUBLIC UTILITIES**

Developer shall investigate and determine if existing public and private utilities conflict with the construction of the Project. Developer shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. Developer shall pay all costs of protection, relocation, or removal of utilities. In the event that the utility companies do not recognize this Project as a County project for which the utility companies bear one hundred percent (100%) of the cost of relocation, then, as between County and Developer, Developer shall pay all costs of protection, relocation or removal of

utilities. Notwithstanding the aforementioned, nothing in this provision shall be construed to prevent Developer from making a claim to the owner of said utilities for reimbursement for relocation costs.

**SECTION 15. RIGHT-OF-WAY CLEARANCE**

There are no Right of Way requirements that pertain to this project.

**SECTION 16. NO DEVELOPER REIMBURSEMENT**

The Parties agree and acknowledge that the Project costs associated with the improvements contemplated herein are not eligible for reimbursement by the County and all costs shall be borne by Developer.

**SECTION 17. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, Deputy Director, Development, Right of Way, Environmental, Community Development Agency, Transportation Division, or successor.

**SECTION 18. ACCEPTANCE**

Upon completion of the Project and upon receipt by County's Board of Supervisors of a certification from the Transportation Division that all work has been completed and that the conditions of this Agreement have been fulfilled, the Board of Supervisors will accept the Project road improvements.

**SECTION 19. REIMBURSEMENT TO COUNTY**

County shall be entitled to reimbursement by Developer of costs and expenses incurred by County for construction oversight, inspection, right-of-way, administration and acceptance of the work performed pursuant to this Agreement.

**SECTION 20. THE PROJECT/ DEVELOPER STATUS**

Developer is constructing and completing the Project improvements as described herein and is acting as independent agent and not as an agent of County.

**SECTION 21. NOTICE TO PARTIES**

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  
Community Development Agency  
2850 Fairlane Court  
Placerville, CA 95667

Attn: Andrew S. Gaber, P.E.,  
Deputy Director, DRE  
Transportation Division

With a Copy to:

County of El Dorado  
Community Development Agency  
2850 Fairlane Court  
Placerville, CA 95667

Attn: Gregory Hicks, P.E.,  
Transportation Division

or to such other location as County directs.

Notices to Developer shall be in duplicate and addressed as follows:


Renasci Development, LLC  
28118 Agoura Road, Suite 105  
Agoura Hills, CA 91301  
Attn.: Steven Kessler, President/CEO

or to such other location as Developer directs.

**SECTION 22. AUTHORIZED SIGNATURES**

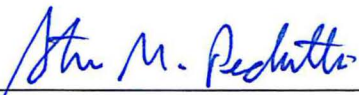
The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Division and Contract Administrator Concurrence:**

By:   
Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental  
Community Development Agency

Dated: April 28, 2016

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 4/28/16

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:   
Ron Mikulaco, Chair  
Board of Supervisors  
"County"

Dated: 5/17/16

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 5/17/16

-- RENASCI WILSON ESTATES, LLC --  
a Delaware limited liability company

By:   
Steven J. Kessler, Manager  
Authorized Signatory  
"Owner"

Dated: 4.13.16

OWNER

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 Los Angeles

On 4/13/16 before me, Ana Elia Perez, Notary Public,  
(here insert name and title of the officer)

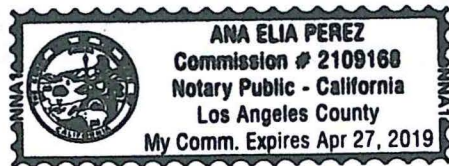
personally appeared Steven J. Kessler

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)

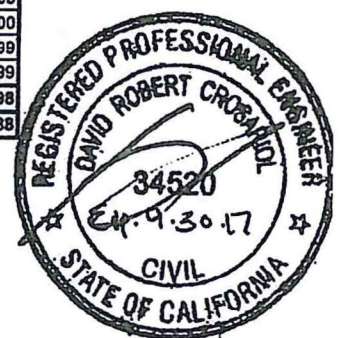


Improvement Plans for Wilson Estates (TM14-1515)  
Engineer's Bonding Estimate for RIA  
March 22, 2016

Item No.	Item Description	Quantity	Unit	Unit Price	Total Amount
<b>GREEN VALLEY ROAD</b>					
1	Fugitive Dust Control/Sweeping	5	DAY	\$200.00	\$1,000.00
2	Street Excavation - Encroachment	2,800	CY	\$15.25	\$42,700.00
3	3" AC	12,000	SF	\$1.75	\$21,000.00
4	8" AB	12,000	SF	\$1.75	\$21,000.00
5	AC Dike Type D	820	LF	\$16.00	\$14,720.00
6	Cold Plane AC Pavement	2,045	SY	\$4.05	\$8,282.25
7	Sawcut	970	LF	\$2.00	\$1,940.00
8	Street Light	1	EA	\$1,580.00	\$1,580.00
9	Stop Sign & Bar	1	EA	\$800.00	\$800.00
10	Street Name Sign	1	EA	\$380.00	\$380.00
11	Striping	3,472	LF	\$0.43	\$1,492.96
12	Traffic Control	1	LS	\$10,000.00	\$10,000.00
13	30" RCP CL III	11	LF	\$94.00	\$1,034.00
14	Head Wall	1	LS	\$20,880.00	\$20,880.00
15	Cable Railing	40	LF	\$25.00	\$1,000.00
				Subtotal	\$147,809.21
<b>MALCOLM DIXON ROAD</b>					
16	Fugitive Dust Control/Sweeping	16	DAY	\$200.00	\$3,200.00
17	3" AC	11,420	SF	\$1.75	\$19,985.00
18	8" AB	11,420	SF	\$1.75	\$19,985.00
19	Cold Plane AC Pavement	3,085	SY	\$4.05	\$12,494.25
20	Sawcut	2,895	LF	\$2.00	\$5,790.00
21	Striping	4,450	LF	\$0.43	\$1,913.50
22	Traffic Control	1	LS	\$10,000.00	\$10,000.00
				Subtotal	\$73,367.75
<b>OFFSITE SEWER</b>					
23	6" Line - offsite	2,855	LF	\$58.00	\$165,590.00
24	Line Existing Manhole	1	EA	\$3,355.00	\$3,355.00
25	Manhole (48") - offsite	9	EA	\$6,620.00	\$59,580.00
26	Manhole (48") w/ Lining - offsite	1	EA	\$9,967.00	\$9,967.00
				Subtotal	\$238,492.00
<b>OFFSITE WATER</b>					
27	12" Line	150	LF	\$63.00	\$9,450.00
28	Connect to Existing waterline	1	EA	\$2,500.00	\$2,500.00
				Subtotal	\$11,950.00
<b>Estimated Direct Construction Cost</b>					<b>\$471,618.96</b>
<b>Mobilization (6% of Estimated Direct Construction Cost)</b>					<b>\$23,680.95</b>
<b>Total Hard Cost</b>					<b>\$495,199.91</b>
<b>SOFT COSTS</b>					
A	Bond Enforcement Costs	2%			\$9,904.00
B	Construction Staking	4%			\$19,808.00
C	Construction Management & Inspection	10%			\$49,519.99
D	Contingency	10%			\$49,519.99
<b>Subtotal Soft Cost</b>					<b>\$128,751.98</b>
<b>Total Estimated Cost</b>					<b>\$623,951.88</b>

EDC-C6A-TD/ No Exceptions Taken

EID: No Exceptions Taken



Bond No. SUR23100098  
Premium \$14,975.00

**County of El Dorado**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, **RENASCI WILSON ESTATES, LLC**, the Developer in the Contract hereto annexed, as Principal, and Ironshore Indemnity Inc as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the sum of **Six Hundred Twenty-Three Thousand Nine Hundred Fifty-One Dollars and Eighty-Eight Cents (\$623,951.88)** lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: April 20, 2016

The condition of the above obligation is such that if said Principal as Developer in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work for the **Wilson Estates, TM 14-1515 Road Improvements Project**, in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee 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.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: April 20, 20 16

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

One State Street, 7th Floor  
New York, NY 10004

  
Melissa Schmidt PRINCIPAL  
SURETY  
Melissa Schmidt ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

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 Los Angeles

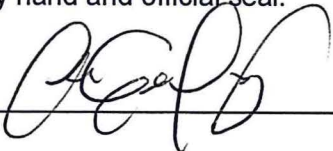
On 4/19/16 before me, Ana Elia Perez, Notary Public  
(here insert name and title of the officer)

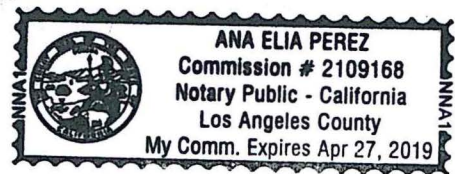
personally appeared Steven J. Kessler

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)

SURETY

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.

Illinois  
State of ~~California~~  
County of Dupage

On April 20, 2016 before me, Tiffany Cunniff,  
(here insert name and title of the officer)

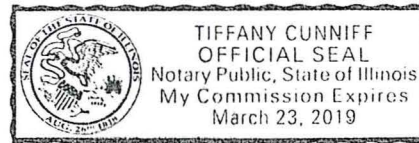
personally appeared Melissa Schmidt,

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 Tiffany Cunniff



(Seal)

Bond No. SUR23100098  
Premium Included in Performance

**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 **Renasci Wilson Estates, 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 April 13, 2016, and identified as the Road Improvement Agreement for Wilson Estates, TM14-1515 between the County and the Developer, AGMT # 16-54409, and the Improvement Plans for Wilson Estates, TM14-1515 are 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 Ironshore Indemnity Inc (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 **Six Hundred Twenty-Three Thousand Nine Hundred Fifty-One Dollars and Eighty-Eight Cents (\$623,951.88)**, 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.

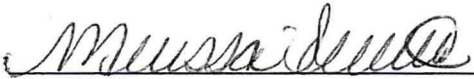
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration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



In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on April 20, 2016, 2016.

**“Surety”**

Ironshore Indemnity Inc

By 

Melissa Schmidt, Attorney-in-Fact  
Print Name

**“Principal”**

**Renasci Wilson Estates, LLC**

By 

Steven J. Kessler, Manager  
28118 Agoura Road, Suite 105  
Agoura Hills, CA 91301

**NOTARY ACKNOWLEDGMENTS ATTACHED**

PRINCIPAL

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 Los Angeles

On 4/19/16 before me, Ana Elia Perez, Notary Public  
(here insert name and title of the officer)

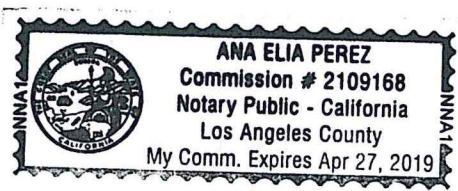
personally appeared Steven J. Kessler

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)

SURETY

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.

Illinois  
State of ~~California~~  
County of Dupage

On April 20, 2016 before me, Tiffany Cunniff,  
(here insert name and title of the officer)

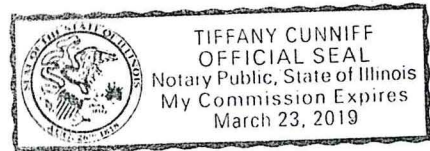
personally appeared Melissa Schmidt,

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 *Tiffany Cunniff*



(Seal)

POWER OF ATTORNEY

III- 23100098

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: James I. Moore, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, and Tariese M. Pisciotto its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:

Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,500,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 2nd day of July, 2013.

IRONSHORE INDEMNITY INC.



By: [Signature]  
Daniel L. Sussman  
Director

ACKNOWLEDGEMENT

On this 2nd day of July, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 07-08-19



BY: [Signature]  
Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 20 Day of April, 2016.



[Signature]  
Paul S. Giordano  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."