

# ORIGINAL

**AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS**  
**FOR CLASS 1 SUBDIVISION**  
**BETWEEN COUNTY AND OWNER**

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 THE NEW HOME COMPANY NORTHERN CALIFORNIA, LLC, a Delaware Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 2220 Douglas Boulevard, Suite 240 Roseville, California, 95661 (hereinafter referred to as "Owner"); concerning WEST VALLEY VILLAGE LOT W (LOT12) PHASE 2, TM 12-1506 (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 3rd day of May, 2016.

**RECITALS**

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 West Valley Village Lot W (Lot 12) Phase 2. Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision.

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County's Board of Supervisors of the Conditions of Approval, and the Final Map to be filed and recorded, the parties agree as follows:

**AGREEMENT**

**OWNER WILL:**

1. Make or cause to be made all those public improvements in Subdivision required by Section 120.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled West Valley Village Lot W (Lot 12) Phase 2 which were approved by the County Engineer, Community Development Agency, Transportation Division, on February 10, 2015. Attached hereto is Exhibit A, marked "Engineer's Cost Estimate;" which is incorporated herein and made by reference a part hereof. The Exhibit describes quantities, units and costs associated with the improvements to be made.

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. Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Subdivision Final Map is filed with the El Dorado County Board of Supervisors.

4. 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 County's, Grading, Erosion and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

5. Post security acceptable to County as provided in Section 120.16.050 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 deposit for and pay to County 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 the Board of Supervisors of El Dorado County.

8. Have as-built plans prepared by a civil engineer acceptable to County's Community Development Agency, Transportation Division and filed with the Transportation Division Director as provided in Section 120.16.060 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 and its officers, agents, employees and representatives 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 other 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 County, its officers, agents, employees and representatives, 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.

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

11. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall also include a requirement that Owner furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County's Risk Management Division.

12. Provide continuous, sufficient access to County, 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.

13. 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:**

14. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 120.16.050 of the Code, and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

15. Upon receipt of a Certificate from the County Engineer 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 120.16.040 of the Code.

16. Release the security posted in accordance with Sections 120.16.040 and 120.16.052 of the Code.

17. Require Owner 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 deemed by the County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated.

18. 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 and cost estimates and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by the County Engineer 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.

19. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into County's road system for maintenance.

20. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements 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.

21. Require Owner to pay County for costs, expenses and reasonable attorneys' fees to be paid by Owner should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owner subsequently proceeds to complete the work.

**ADDITIONAL PROVISIONS:**

22. The estimated cost of installing all of the improvements is **One Million Five Hundred Forty-Nine Thousand Eight Hundred Sixty-Nine Dollars and Zero Cents (\$1,549,869.00)**.

23. 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 Marshal, 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 and cost estimates, is to be construed to permit work not conforming to these codes.

24. 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.

25. 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.

26. Neither this Agreement, nor any part thereof may be assigned by Owner without the express written approval of County.

27. 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:

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

Attn.: Andrew S. Gaber, P.E.  
Deputy Director  
Development/ROW/Environmental

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

Attn.: Gregory Hicks, P.E.  
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

The New Home Company Northern California, LLC  
2220 Douglas Boulevard, Suite 240 Roseville, CA 95661

Attn.: Kevin Carson  
—President


or to such other location as Owner directs.

28. The County officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, P.E., Deputy Director, Development/ROW/ Environmental, Community Development Agency, or successor.

29. 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.

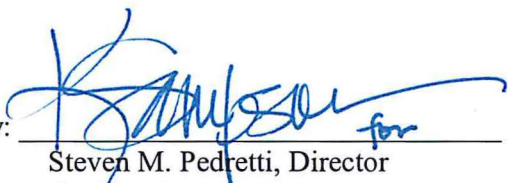
30. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**Requesting Division and Contract Administrator Concurrence:**

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

Dated: DEC 2, 2015

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 12/3/15

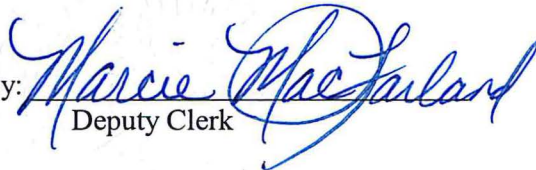
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF EL DORADO--

By:   
Ron Mikulaco  
Board of Supervisors  
"County"

Dated: 5/3/16

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

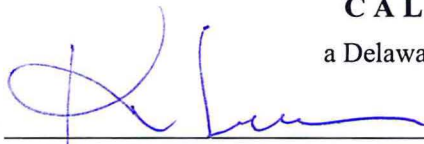
By:   
Deputy Clerk

Dated: 5/3/16

--THE NEW HOME COMPANY NORTHERN

CALIFORNIA, LLC--

a Delaware Limited Liability Company

By:   
Kevin Carson  
President  
"Owner"

Dated: 10/23/15

*Notary Acknowledgment Attached*

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 Sacramento

On October 23, 2015 before me, Anke Jauregui, Notary Public,  
(here insert name and title of the officer)  
personally appeared Kevin Carson

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 Anke Jauregui



(Seal)





**COUNTY OF EL DORADO  
COMMUNITY DEVELOPMENT AGENCY**

**INTEROFFICE MEMORANDUM**

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Date: November 24, 2015

To: Larry Combs, Chief Administrative Officer  
Joe Harn, Auditor/Controller

From: Steve Pedretti, Director

**Subject: Delegation of Authority**

I will be out of the office beginning Monday, November 30, 2015 through Friday, December 4, 2015. During my absence, I am delegating my signature authority to Kate Sampson, Assistant Director, Administration and Finance Division.

A handwritten signature in blue ink that reads "Steve M. Pedretti".

---

Steve Pedretti, Director  
Community Development Agency

A handwritten signature in blue ink that reads "Kate Sampson".

---

Kate Sampson, Assistant Director  
Administration and Finance Division

c: Dave Defanti, Assistant Director, Community Development Agency, LRP  
Greg Stanton, Director, Environmental Management  
Bard Lower, Director, Transportation  
Roger Trout, Director, Development Services  
Ruth Young, Chief Financial Officer  
Karen Feathers, CAO's Office  
Melanie Young, Auditor/Controller's Office

**Certificate of Partial Completion of Subdivision Improvements**

I hereby certify that the following improvements for West Valley Village Lot W (Lot 12), Phase 2, TM 12-1506 have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
Grading Improvements	\$ 11,900.00	70%	\$ 3,570.00
Streets Improvements	\$ 332,745.00	50%	\$ 166,372.50
Drainage Improvements	\$ 38,768.00	65%	\$ 13,568.80
Water Improvements	\$ 131,118.00	60%	\$ 52,447.20
Sewer Improvements	\$ 228,490.00	60%	\$ 91,396.00
Recycled Water Improvements	\$ 96,860.00	65%	\$ 33,901.00
Misellaneous Improvements	\$ 352,326.00	60%	\$ 352,326.00
Bond Enforcement (2%)	\$ 23,844.00	0%	\$ 14,271.63
Construction Staking (4%)	\$ 47,688.00	0%	\$ 28,543.26
Construction Management (10%)	\$ 119,221.00	0%	\$ 71,358.15
Contingency (10%)	\$ 119,221.00	0%	\$ 71,358.15
Inspection (4%)	\$ 47,688.00	0%	\$ 28,543.26
<b>Total</b>	<b>\$ 1,549,869.00</b>		<b>\$ 927,655.95</b>


I estimate the total cost of completing the improvements agreed to be performed by the Owner to be **One Million Five Hundred Forty-Nine Thousand Eight Hundred Sixty-Nine Dollars and Zero Cents (\$1,549,869.00)**.

I estimate the total cost of completing the remainder of the improvements to be **Nine Hundred Twenty-Seven Thousand Six Hundred Fifty-Five Dollars and Ninety-Five Cents (\$927,655.95)** and the cost of the completed work to be **Six Hundred Twenty-Two Thousand Two Hundred Thirteen Dollars and Five Cents (\$622,213.05)**.

The amount of the Performance Bond is **Nine Hundred Twenty-Seven Thousand Six Hundred Fifty-Five Dollars and Ninety-Five Cents (\$927,655.95)**, representing 100% of the Remaining Amount.

The amount of the Laborers and Materialmens Bond is **Seven Hundred Seventy-Four Thousand Nine Hundred Thirty-Four Dollars and Fifty Cents (\$774,934.50)**, which is 50% of the Total Cost of the Improvements.

DATED: 10/20/15

  
 \_\_\_\_\_  
 Ronald F. Conway, PE 65163  
 CTA Engineering & Surveying  
 3233 Monier Circle  
 Rancho Cordova, CA 95742

**ACCEPTED BY THE COUNTY OF EL DORADO**

DATED: 12/2/2015


  
 \_\_\_\_\_  
 Andrew S. Gáber, P.E.  
 Deputy Director  
 Development/ROW/Environmental



Exhibit A  
Engineer's Cost Estimate



**West Valley Village Lot W (Lot 12) - Phase 2  
Engineer's Opinion of Probable Construction Costs  
(to determine construction inspection fees)**

**TM12-1506**

As of: 01/28/2015

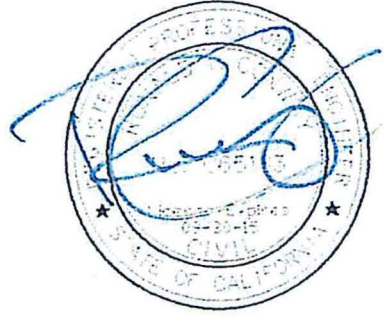
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<b>GRADING</b>					
1	Finish Pads	34	EA	\$350.00	\$11,900
					Subtotal: Grading
					\$11,900
<b>STREETS</b>					
2	3" AC/ 8" AB & Final Fog Seal	28,315	SF	\$4.90	\$138,744
3	Type I Curb and Gutter	1,430	LF	30.50	43,615
4	Type II Curb and Gutter	3,685	LF	30.50	112,393
5	Type III Curb	265	LF	15.25	4,041
6	PCC Sidewalk	3,000	SF	6.10	18,300
7	Extra for Handicap Ramp	3	EA	2,000.00	6,000
8	PCC Cross Gutter	1,350	SF	7.15	9,653
					Subtotal: Streets
					\$332,745
<b>DRAINAGE</b>					
9	18" Storm Drain	28	LF	55.90	\$1,565
10	24" Storm Drain	430	LF	61.00	26,230
11	Type 'GO' DI	6	EA	1,828.80	10,973
					Subtotal: Drainage
					\$38,768
<b>WATER</b>					
12	6" Line incl. Fittings	1,215	EA	42.00	\$51,030
13	6" Gate Valve	6	EA	1,632.00	9,792
14	Connect to Existing 6" main	3	EA	1,500.00	4,500
15	Water Services	33	EA	1,468.00	48,444
16	Fire Hydrants	3	EA	5,784.00	17,352
					Subtotal: Water
					\$131,118
<b>SEWER</b>					
17	6" Gravity Sewer SDR-26	1,209	LF	\$63.00	\$76,167
18	48" Sewer Manhole	3	EA	6,531.00	19,593
19	48" Sewer Manhole w/ Lining	5	EA	9,886.00	49,430
20	Back Flow Preventer	27	EA	500.00	13,500
21	Connect to Existing 6" Gravity Stub	1	EA	5,000.00	5,000
22	TV Inspection	1,209	LF	2.05	2,478
23	4" Sewer Services	34	EA	1,833.00	62,322
					Subtotal: Drainage
					\$228,490

## Exhibit A Engineer's Cost Estimate

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<b>RECYCLED WATER</b>					
24	6" Line incl. Fittings	897	LF	\$44.00	\$39,468
25	2" Blow Off Valve	2	EA	1,474.00	2,948
26	Connect to Existing 6" stub	4	EA	1,500.00	6,000
27	Water Services	33	EA	1,468.00	48,444
Subtotal: Recycled Water					\$96,860
<b>MISCELLANEOUS</b>					
28	Street Signs	3	EA	\$406.40	\$1,219
29	Stop Sign w/ Marking	3	EA	762.00	2,286
30	Joint Utility Trench	1,235	LF	10.20	12,597
31	Joint Utility Service	33	LOT	8,128.00	268,224
32	Erosion Control	34	EA	2,000.00	68,000
Subtotal: Miscellaneous					\$352,326
<b>TOTAL DIRECT CONSTRUCTION COST:</b>					<b>\$1,192,207</b>
<b>SOFT COSTS</b>					
1	Bond Enforcement Costs	2%			\$23,844
2	Construction Staking	4%			47,688
3	Construction Management	10%			119,221
4	Contingency	10%			119,221
5	Inspection	4%			47,688
<b>TOTAL ESTIMATE COST:</b>					<b>\$1,549,870</b>

*Gregory Hicks* 2-5-15  
 CDA - TD - No exceptions taken

*M. M. J.* 2/3/15  
 EID - No Exceptions Taken



**Bond No.** PB02497500299  
**Premium** \$4,638.00/1 Yr.

**PERFORMANCE BOND AGREEMENT FORM**

**WHEREAS**, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and **The New Home Company Northern California, 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 Oct. 23rd, 20 15, and identified as project West Valley Village Lot W (Lot 12) Phase 2, TM 12-1506 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 Philadelphia Indemnity Insurance Company (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of **Nine Hundred Twenty-Seven Thousand Six Hundred Fifty-Five Dollars and Ninety-Five Cents (\$927,655.95)** 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 October 30th, 2015.

**“Surety”**

Philadelphia Indemnity Insurance Company

By  \_\_\_\_\_

Shane Wolf, Attorney-in-Fact  
Print Name

**“Principal”**

**The New Home Company Northern  
California, LLC**

By  \_\_\_\_\_

Kevin Carson, President  
2220 Douglas Boulevard, Suite 240  
Roseville, CA 95661

**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 Sacramento

On October 24, 2015 before me, Anke Jauregui, Notary Public,  
(here insert name and title of the officer)

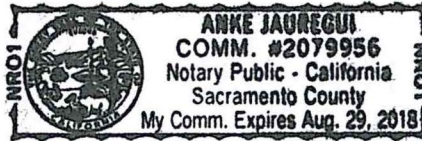
personally appeared Kevin Carson,

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 Anke Jauregui



(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 30, 2015 before me, Susan E. Morales, Notary Public,  
(Here insert name and title of the officer)

personally appeared Shane Wolf,  
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.

Susan E. Morales

Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #PB02497500299

(Title or description of attached document)

Philadelphia Indemnity Insurance Co.

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/30/15

### 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.

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **TODD M. ROHM, SHANE WOLF, CHERYL L. THOMAS AND BEATA A. SENSI OF ROHM INSURANCE AGENCY**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**. This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of **OCT 30 2015**, 20\_\_\_\_\_.

  
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**Bond No.** PB02497500299  
**Premium** Included in the  
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 **The New Home Company Northern California, 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 October 23rd, 2015, and identified as the Subdivision Improvement Agreement for West Valley Village Lot W (Lot 12) Phase 2, TM 12-1506 between the County and the Developer, AGMT # 15-54146, 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 Philadelphia Indemnity Insurance Company (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 **Seven Hundred Seventy-Four Thousand Nine Hundred Thirty Four Dollars and Fifty Cents (\$774,934.50)**, 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 October 30th, 20 15.

**“Surety”**

Philadelphia Indemnity Insurance Company

By



Shane Wolf, Attorney-in-Fact  
Print Name

**“Principal”**

**The New Home Company Northern  
California, LLC**

By



Kevin Carson, President  
2220 Douglas Boulevard, Suite 240  
Roseville, CA 95661

**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 Sacramento

On October 24, 2015 before me, Anke Jauregui, Notary Public  
(here insert name and title of the officer)

personally appeared Kevin Carson

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 Anke Jauregui

(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 30, 2015 before me, Susan E. Morales, Notary Public,  
(Here insert name and title of the officer)

personally appeared Shane Wolf,  
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.

Susan E. Morales  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #PB02497500299

(Title or description of attached document)

Philadelphia Indemnity Insurance Co.

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/30/15

#### 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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

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(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

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(Notary Seal)

Notary Public:

residing at:

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Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY