

Bond No. 864038S

Premium \$19,667.00

**PERFORMANCE BOND AGREEMENT FORM**

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and **NIJO CORPORATION, a California Corporation as to an undivided 1/2 interest and EVERGREEN PROPERTIES, a general partnership as to an undivided 1/2 interest** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated March 29, 2005, and identified as project **Ridgeview Village Estates, Unit 3, TM84-0196E** 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 Developers Surety & Indemnity Company (hereinafter designated as "Surety"), in the penal sum of **Nine Hundred Eighty-three Thousand Three Hundred Fifty-five Dollars (\$983,355.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The conditions 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.

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 anywise 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 ~~xxxxxx~~ 12-01, 20 04.

**“Surety”**

**“Principal”**

By Developers Surety and Indemnity Company  
Patricia Owens  
Patricia A Owens  
Attorney-in-Fact  
Print Name

Nijo Corporation, a California Corporation  
as to an undivided 1/2 interest  
By John S Gladish  
John S. Gladish, President  
NIJO CORPORATION  
137 Poplar Drive  
Kentfield, CA 94904

Evergreen Properties, a general partnership  
as to an undivided 1/2 interest  
By Robert H. Becker  
Robert H. Becker, Partner  
P.O. Box 8  
Tiburon, CA 94920

**NOTARIES ATTACHED**

STATE OF CALIFORNIA

COUNTY OF Marin

On this 25<sup>th</sup> day of Oct., 2004, before me a Notary Public, personally appeared **John S. Gladish**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal.



Britt Rosenmayr  
Notary Public in and for said County and State

STATE OF CALIFORNIA

COUNTY OF Marin

On this 18<sup>th</sup> day of Oct, 2004, before me a Notary Public, personally appeared **Robert H. Becker**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

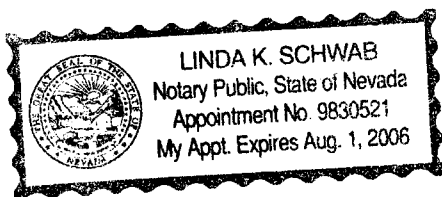
ACKNOWLEDGMENT BY SURETY

STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

On this 1 day of DEC., 2004 before me personally appeared Patricia Owens, known to me to be the attorney-in-fact of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(Seal)



Linda K. Schwab  
Notary Public in the State of Nevada  
County of Clark