

Bond No.	800148751
Premium	\$3,997.00

PERFORMANCE BOND AGREEMENT FORM

WHEREAS, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and **Diamond Village Apartments, LP**, (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__, and identified as project **Diamond Village - Offsite Improvements Black Rice Road** 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 Atlantic Specialty Insurance Company, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of **Six Hundred Sixty-Six Thousand Two Hundred Thirty-Two Dollars and Seventy-Two Cents (\$666,232.72)** 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 August 7th, 2023.

“Surety”

“Principal”

Diamond Village Apartments, LC
a California Limited Liability Partnership

PSCDC Diamond Valley LLC
a California Limited Liability Company

By its Managing General Partner

Pacific Southwest Community
Development Corporation
a California Nonprofit Public Benefit
Corporation

By its Manager

Atlantic Specialty Insurance Company

By Roxana Palacios

By _____
Robert W. Laing, President

Roxana Palacios, Attorney in Fact
Print Name

SNO Foundation
a Private Family Foundation
By its Administrative General Partner

By _____
Sergei Oleshko, Trustee

NOTARY ACKNOWLEDGMENTS ATTACHED

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.

State of ~~California~~ Washington
County of Snohomish

On 8/7/2023 before me, Jamie Armfield,
(here insert name and title of the officer)

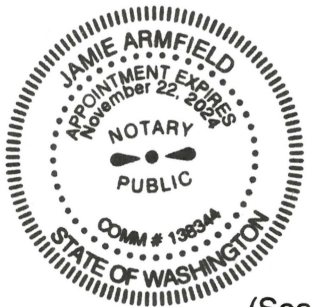
personally appeared Roxana Palacios,

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 Jamie Armfield



(Seal)

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 _____, 20____.

“Surety”

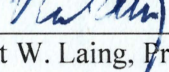
“Principal”

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a California Limited Liability Partnership

PSCDC Diamond Valley LLC
a California Limited Liability Company
By its Managing General Partner


Pacific Southwest Community
Development Corporation
a California Nonprofit Public Benefit
Corporation
By its Manager

By _____

By  _____
Robert W. Laing, President

Print Name

SNO Foundation
a Private Family Foundation
By its Administrative General Partner

By  _____
Sergei Oleshko, Trustee

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

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State of California
County of SAN DIEGO

On July 26, 2023 before me, ELIZABETH L. BLOOM, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared ROBERT W. LAING

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 Elizabeth L. Bloom



(Seal)

PRINCIPAL

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State of California
County of El Dorado

On 8/14/2023 before me, Tomi Abiola Ojo, Notary Public
(here insert name and title of the officer)

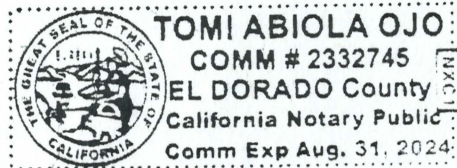
personally appeared Sergei Oleshko

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 [Handwritten Signature]



(Seal)

Bond No. 800148751
Premium \$3,997.00

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 **Diamond Village Apartments, LP** (hereinafter designated as "Principal"), have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, _____, and identified as the Road Improvement Agreement for Diamond Village - Offsite Improvements Black Rice Road between the County and the Developer, AGMT 22-55028, and the Improvement Plans for Diamond Village - Offsite Improvements Black Rice Road 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 Titles 1 and 3 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, we, the Principal and Atlantic Specialty 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 **Six Hundred Sixty-Six Thousand Two Hundred Thirty-Two Dollars and Seventy-Two Cents (\$666,232.72)**, 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 Titles 1 and 3 (commencing with Section 8000) of Part 6 of Division 4 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 August 8th, 20 23.

“Surety”



Atlantic Specialty Insurance Company

By Roxana Palacios

Roxana Palacios, Attorney in Fact
Print Name

“Principal”

Diamond Village Apartments, LC
a California Limited Liability Partnership

PSCDC Diamond Valley LLC
a California Limited Liability Company
By its Managing General Partner

Pacific Southwest Community
Development Corporation
a California Nonprofit Public Benefit
Corporation
By its Manager

By _____
Robert W. Laing, President

SNO Foundation
a Private Family Foundation
By its Administrative General Partner

By _____
Sergei Oleshko, Trustee

NOTARY ACKNOWLEDGMENTS ATTACHED

SURETY

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State of ~~California~~ Washington
County of Snohomish

On 8/7/2023 before me, Jamie Armfield,
(here insert name and title of the officer)

personally appeared Roxana Palacios,

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 Jamie Armfield



(Seal)

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

“Surety”

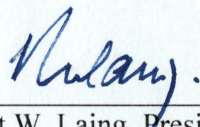
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Pacific Southwest Community
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Corporation
By its Manager

By _____

By  _____
Robert W. Laing, President

Print Name

SNO Foundation
a Private Family Foundation
By its Administrative General Partner

By  _____
Sergei Oleshko, Trustee

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

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State of California
County of SAN DIEGO

On JULY 26, 2027 before me, ELIZABETH L. BLOOM, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared ROBERT W. LAING

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 Elizabeth L. Bloom



(Seal)

PRINCIPAL

ACKNOWLEDGMENT

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State of California
County of El Dorado

On 8/14/2023 before me, Tomi Abiola Ojo, Notary Public
(here insert name and title of the officer)

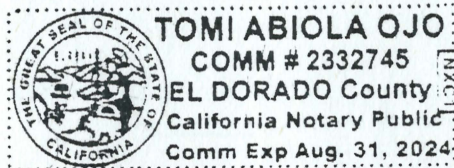
personally appeared Sergei Olesko

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 [Handwritten Signature]



(Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amber Engel, Brandi Heinbaugh, Debbie Lindstrom, Holly E. Ulfers, Jamie Armfield, Kathleen M. Mitchell, Kathy Nye, Kristine Santamaria, Marina Matyunin, Roxana Palacios, Scott Alderman, Tara Koloski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.


This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

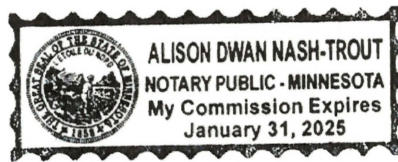
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.


STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

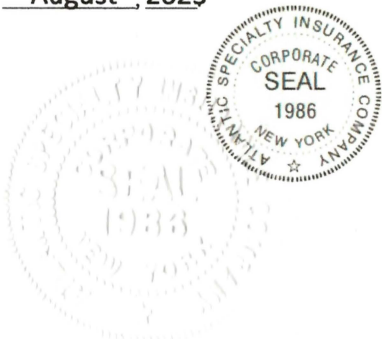




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of August, 2023

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com