

# ORIGINAL

**FIRST AMENDMENT**  
**TO AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS**  
**FOR CLASS 1 SUBDIVISION**  
**BETWEEN COUNTY, OWNER AND SUBDIVIDER**

**THIS FIRST AMENDMENT** to that certain Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider (hereinafter referred to as the "Agreement"), made and entered by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **LANDSOURCE HOLDING COMPANY, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 25 Enterprise Drive, Suite 400, Aliso Viejo, California 92656, and whose local office address is 25124 Springfield Court, Suite 300, Valencia, California 91355 (hereinafter referred to as "Owner"); and **LENNAR COMMUNITIES, INC.**, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 25 Enterprise Drive, #500, Aliso Viejo, California 92656, and whose local office address is 1075 Creekside Ridge Drive, Suite 110, Roseville, California 95678-1936 (hereinafter referred to as "Subdivider"), concerning **WEST VALLEY VILLAGE, UNIT 6C** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 11<sup>th</sup> day of December, 2007;

## **RECITALS**

**WHEREAS**, the Agreement requires Owner and Subdivider to complete the subdivision improvements thereunder on or before December 11, 2009, and Owner and Subdivider have not completed all of the improvements but have requested an extension of time to complete the subdivision improvements;

**WHEREAS**, on February 7, 2012, the Board of Supervisors directed the Department of Transportation to process an amendment to the Agreement extending the time for completion of the subdivision improvements for Board approval;

**WHEREAS**, Owner requested a reduction to the Performance Bond because the water, sewer, drainage, recycled water, and underground power and telephone improvements were eighty-five percent (85%) completed, and the street improvements were forty-five percent (45%) completed, thus, the Performance Bond was reduced on September 23, 2008. The estimated costs of installing the improvements have changed, requiring amended cost exhibits and increased securities;

**WHEREAS**, the County's notice recipients and the County officer or employee with responsibility for administering this Agreement have changed;

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

Section 1 shall be amended to read as follows:

1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 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 **IMPROVEMENT PLANS FOR WEST VALLEY VILLAGE UNIT 6C** which were approved by the County Engineer, Department of Transportation, on May 1, 2006. Attached hereto are Amended Exhibit A, marked "Amended Schedule of Street Improvements;" Amended Exhibit B, marked "Amended Schedule of Water Improvements;" Amended Exhibit C, marked "Amended Schedule of Sewer Improvements;" Amended Exhibit D, marked "Amended Schedule of Drainage Improvements;" Amended Exhibit E, marked "Amended Schedule of Recycled Water Improvements;" and Amended Exhibit F, marked "Amended Schedule of Underground Power and Telephone Improvements;" and the certificate, marked "Amended Certificate of Partial Completion of Subdivision Improvements," all of which are incorporated herein and made by reference a part hereof. The Amended Exhibits and Certificate of Partial Completion describe quantities, units and costs associated with the improvements to be made.

Section 3 is hereby amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before February 7, 2013.

Section 23 shall be amended to read as follows:

23. The estimated cost of installing all of the improvements is **ONE MILLION THREE HUNDRED SIXTY-TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND 94/100 (\$1,362,777.94)**. The revised cost estimates shall be in accordance with the certificate marked, "Amended Certificate of Partial Completion of Subdivision Improvements," incorporated herein and made by reference a part hereof.

Section 29 shall be amended to read as follows:

29. 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  
Department Of Transportation  
2850 Fairlane Court  
Placerville, California 95667

County Of El Dorado  
Department Of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Steve P. Kooyman, P.E.  
Acting Deputy Director,  
Engineering,  
Transportation Planning &  
Land Development Division

Attn.: Janel Gifford, P.E.  
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

LandSource Holding Company, LLC  
25124 Springfield Court, Suite 300  
Valencia, California 91355

Attn.: Jeffrey Lawhon, Vice President

or to such other location as Owner directs.

Notices to Subdivider shall be addressed as follows:

Lennar Communities, Inc.  
~~1075 Creekside Ridge Drive, Suite 110~~ 1420 Rocky Ridge Drive, Ste. 320  
Roseville, California ~~95678-1936~~ 95661

Attn.: Larry Gualco, Vice President


or to such other location as Subdivider directs.

Section 30 shall be amended to read as follows:

30. The County officer or employee with responsibility for administering this Agreement is Steve P. Kooyman, P.E., Acting Deputy Director, Engineering, Transportation Planning & Land Development, Department of Transportation, or successor.


Except as herein amended, all other parts and sections of that certain Agreement shall remain unchanged and in full force and effect.

**Contract Administrator Concurrence:**

By:   
Steve P. Kooyman, P.E.  
Acting Deputy Director, Engineering  
Transportation Planning &  
Land Development Division  
Department of Transportation

Dated: 1/7/13

**Requesting Department Concurrence:**

By:   
Kimberly A. Kerr, Interim Director  
Department of Transportation

Dated: 1/8/13



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

-- COUNTY OF EL DORADO --

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

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

Board of Supervisors  
"County"

Attest:

~~Terri Daly~~ **JAMES S. MITRISIN**  
~~Acting~~ Clerk of the Board of Supervisors

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

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

Deputy Clerk

**"OWNER"**  
**LANDSOURCE HOLDING COMPANY, LLC**  
**A Delaware Limited Liability Company**

By: LandSource Holding Company, LLC  
A Delaware Limited Liability Company

By: Newhall Land Development, LLC  
A Delaware Limited Liability Company  
its Sole Member

By: Newhall Holding Company, LLC  
A Delaware Limited Liability Company,  
its Manager

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

Dated: 10/19/12

  
Jeffrey Lawhon  
Vice President

**OWNER**

**ACKNOWLEDGMENT**

State of California

County of Los Angeles

On December 10, 2012 before me, Mary Alexander  
(here insert name and title of the officer)

personally appeared Jeffrey R. Lawhon

personally known to me (or 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.

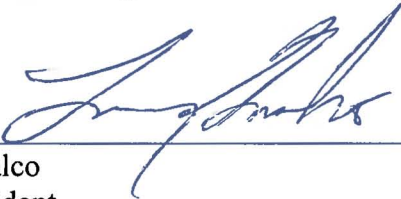
WITNESS my hand and official seal.

Signature Mary Alexander



**"SUBDIVIDER"**  
**LENNAR COMMUNITIES, INC.**  
**A California Company**

By: Lennar Homes of California, Inc.  
A California Corporation  
Its California Manager

By:   
Larry Gualco  
Vice President

Dated: 10/17/12

By: \_\_\_\_\_  
Corporate Secretary

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

**"SUBDIVIDER"**  
**LENNAR COMMUNITIES, INC.**  
**A California Company**

By: Lennar Homes of California, Inc.  
A California Corporation  
Its California Manager

By: \_\_\_\_\_  
Larry Gualco  
Vice President

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

By: Paul Keith  
\_\_\_\_\_  
~~Corporate Secretary~~

Dated: 12/19/12

VP/Division Controller



SUBDIVIDER

ACKNOWLEDGMENT

State of California

County of Placer

On 12/7/12 before me, Monique Reynolds, Notary Public  
(here insert name and title of the officer)

personally appeared Larry Gualco

~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)

**SUBDIVIDER**

**ACKNOWLEDGMENT**

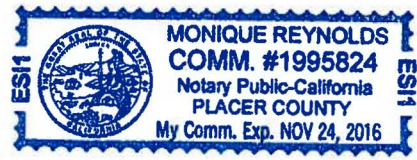
State of California  
County of Placer

On 12/19/12 before me, Monique Reynolds, Notary Public  
(here insert name and title of the officer)  
personally appeared Earl Keith

~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)

**Amended Exhibit A**

**Amended Schedule of Street Improvements**

Owner and Subdivider agree to improve all streets and roads for dedication upon the final map of the **West Valley Village, Unit 6C Subdivision** required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Street Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
3" AC	29,802	SF	\$ 1.56	\$ 46,491.12
8" AB	29,802	SF	\$ 1.80	\$ 53,643.60
Type 1 Rolled Curb and Gutter including 4" AB	2,112	LF	\$ 18.00	\$ 38,016.00
Sidewalk including 4" AB	8,873	SF	\$ 6.00	\$ 53,238.00
Extra for Handicapped Ramp	3	EA	\$ 1,200.00	\$ 3,600.00
Barricade w/Gate	1	EA	\$ 3,000.00	\$ 3,000.00
<b>Amended Subtotal for Street Improvements:</b>				<b>\$ 197,988.72</b>

**Amended Exhibit B**

**Amended Schedule of Water Improvements**

Owner and Subdivider agree to install the water supply and distribution system in the **West Valley Village, Unit 6C Subdivision** required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Water Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
12" Line including Fittings - Water	1,026	LF	\$ 78.00	\$ 80,028.00
Fire Hydrant Assembly	2	EA	\$ 3,000.00	\$ 6,000.00
1" Air Release Valve - Water	1	EA	\$ 2,400.00	\$ 2,400.00
4" Blow Off Valve - Water	1	EA	\$ 840.00	\$ 840.00
Service - Water	28	EA	\$ 1,080.00	\$ 30,240.00
Connect to E Water Line	1	EA	\$ 1,800.00	\$ 1,800.00
<b>Amended Subtotal for Water Improvements:</b>				<b>\$ 121,308.00</b>



**Amended Exhibit C**

**Amended Schedule of Sewer Improvements**

Owner and Subdivider agree to install the sewer collection and disposal system in the **West Valley Village, Unit 6C Subdivision** required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Sewer Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
6" Line (SDR-35) - Sewer	1,195	LF	\$ 54.00	\$ 64,530.00
Std. 48" SS Manhole	3	EA	\$ 3,720.00	\$ 11,160.00
Std. 48" SS Manhole w/ Lining	1	EA	\$ 7,920.00	\$ 7,920.00
Backwater Valves	23	EA	\$ 840.00	\$ 19,320.00
Connect to E Sewer Line	1	EA	\$ 3,600.00	\$ 3,600.00
Gravity Service - Sewer	26	EA	\$ 1,500.00	\$ 39,000.00
T.V. Sewers	1,195	LF	\$ 2.40	\$ 2,868.00
Cleanout	1	EA	\$ 600.00	\$ 600.00

**Amended Subtotal for Sewer Improvements: \$ 148,998.00**

**Amended Exhibit D**

**Amended Schedule of Drainage Improvements**

Owner and Subdivider agree to install the drainage improvements in the **West Valley Village, Unit 6C Subdivision** required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Drainage Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
12" Storm Drain	82	LF	\$ 48.00	\$ 3,936.00
18" Storm Drain	888	LF	\$ 54.00	\$ 47,952.00
24" Storm Drain	168	LF	\$ 60.00	\$ 10,080.00
C.P. Model 4A D.I. w/ 6Y Gallery and Reinforcement	1	EA	\$ 4,560.00	\$ 4,560.00
C.P. Model 4A D.I. w/ 6Y Gallery and 48" Manhole Base	1	EA	\$ 6,600.00	\$ 6,600.00
C.P. Model 4A D.I. w/ Reinforcement	2	EA	\$ 2,760.00	\$ 5,520.00
C.P. Model 4A D.I. w/ 48" Manhole Base	2	EA	\$ 4,800.00	\$ 9,600.00
Standard Grated Inlet	3	EA	\$ 2,160.00	\$ 6,480.00
Std. 48" Manhole w/ Eccentric Cone	1	EA	\$ 4,200.00	\$ 4,200.00
Connect to Existing Drain Line	1	EA	\$ 600.00	\$ 600.00

**Amended Subtotal for Drainage Improvements: \$ 99,528.00**

**Amended Exhibit E**

**Amended Schedule of Recycled Water Improvements**

Owner and Subdivider agree to install the recycled water supply and distribution system in the **West Valley Village, Unit 6C Subdivision** required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Recycled Water Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
6" Line including Fittings - Recycled Water	1,014	LF	\$ 42.00	\$ 42,588.00
1" Air Release Valve - Recycled Water	1	EA	\$ 1,440.00	\$ 1,440.00
2" Blow Off Valve - Recycled Water	1	EA	\$ 1,200.00	\$ 1,200.00
Service - Recycled Water	28	EA	\$ 1,080.00	\$ 30,240.00
Connect to E Recycled Water Line	1	EA	\$ 1,800.00	\$ 1,800.00

**Amended Subtotal for Recycled Water Improvements: \$ 77,268.00**

**Amended Exhibit F**

**Amended Schedule of Underground Power and Telephone Improvements**

Owner and Subdivider agree to install the utility improvements in the **West Valley Village, Unit 6C Subdivision** required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Underground Power and Telephone Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Mainline Trenching	28	LOT	\$ 1,920.00	\$ 53,760.00
Conduit and Boxes	28	LOT	\$ 1,440.00	\$ 40,320.00
Wiring and Transformers	28	LOT	\$ 1,440.00	\$ 40,320.00
Utility Services	28	LOT	\$ 9,600.00	\$ 268,800.00

**Amended Subtotal for Underground Power and Telephone Improvements: \$ 403,200.00**



**Amended Certificate of Partial Completion of Subdivision Improvements**

I hereby certify that the following cost estimates have been revised to reflect the current economy and that improvements for West Valley Village Unit 6C Subdivision, TM 99-1359-6C have been completed, to wit:

	<b>Total Amount</b>	<b>Percent Complete</b>	<b>Remaining Amount</b>
Street Improvements	\$ 197,988.72	53.15%	\$ 92,757.72
Water Improvements	\$ 121,308.00	94.41%	\$ 6,781.12
Sewer Improvements	\$ 148,998.00	80.28%	\$ 29,382.41
Drainage Improvements	\$ 99,528.00	89.55%	\$ 10,400.68
Recycled Water Improvements	\$ 77,268.00	92.49%	\$ 5,802.83
Underground Power and Telephone Improvements	\$ 403,200.00	67.87%	\$ 129,548.16
Bond Enforcement (2%)	\$ 20,965.81	0%	\$ 20,965.81
Construction Staking (4%)	\$ 41,931.63	73.80%	\$ 10,986.09
Construction Management (10%)	\$ 104,829.07	73.80%	\$ 27,465.22
Contingency (10%)	\$ 104,829.07	0%	\$ 104,829.07
Inspection (4%)	\$ 41,931.63	73.80%	\$ 10,986.09
<b>Totals</b>	<b>\$ 1,362,777.94</b>		<b>\$ 449,905.18</b>

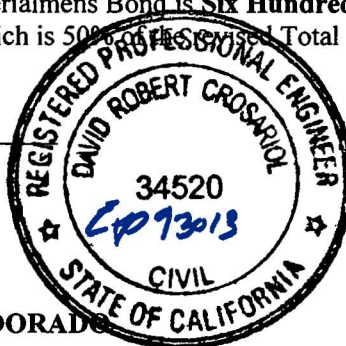
I estimate the revised total cost of completing the improvements agreed to be performed by the Owner and Subdivider to be **One Million Three Hundred Sixty-Two Thousand Seven Hundred Seventy-Seven Dollars and 94/100 (\$1,362,777.94)**.

I estimate the revised total cost of completing the remainder of the improvements to be **Four Hundred Forty-Nine Thousand Nine Hundred Five Dollars and 18/100 (\$449,905.18)** and the revised cost of the completed work to be **Nine Hundred Twelve Thousand Eight Hundred Seventy-Two Dollars and 76/100 (\$912,872.76)**.

The revised amount of the previously reduced Performance Bond is **Five Hundred Forty-One Thousand One Hundred Ninety-Two Dollars and 46/100 (\$541,192.46)**, representing a reduction of 90% of the revised cost estimate for the work completed.

The revised amount of the Laborers and Materialmens Bond is **Six Hundred Eighty-One Thousand Three Hundred Eighty-Eight Dollars and 97/100 (\$681,388.97)**, which is 50% of the revised Total Cost of the Improvements.

DATED 10/15/12



*[Signature]*  
 David R. Crosarial, RCE 34520  
 CTA Engineering & Surveying  
 3233 Monier Circle  
 Rancho Cordova, CA 95742

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 1/7/13

*[Signature]*  
 Steve P. Kooyman, P.E.  
 Acting Deputy Director, Engineering  
 Transportation Planning & Land  
 Development Division

Rider #1  
West Valley Village Unit 6C, TM 99-13596C

**RIDER**

To be attached and form part of:

Bond Number 6547252  
dated July 22, 2009

issued by the Safeco Insurance Company of America  
(Surety)  
in the amount of \$400,384.21 – Performance Bond;  
\$660,801.14 - Laborers and Materialmens Bond

on behalf of Lennar Communities, Inc.  
(Principal)

and in favor of County of El Dorado, California  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the referenced bond shall be amended as follows:

<b>Bond amount amended as follows, respectively:</b>	
<b>Performance Bond</b>	<b>Laborers and Materialmens Bond</b>
<b>From: \$400,384.21</b>	<b>From: \$660,801.14</b>
<b>To: \$541,192.46</b>	<b>To: \$681,388.97</b>

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 1st day of November, 2012.

Signed, Sealed and Dated this 30th day of October, 2012.

Lennar Communities, Inc., a California corporation  
(Principal)

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

Safeco Insurance Company of America  
(Surety)

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

Irene Lau, Attorney-in-Fact

**Acknowledged and approved:**

County of El Dorado

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On OCT 30 2012 before me, Kathy R. Mair, Notary Public,  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Irene Lau \_\_\_\_\_,  
[Name(s) of Signer(s)]

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.



(Seal)

Kathy R. Mair  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Irene Lau

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

<b>RIGHT THUMBPRINT OF SIGNER</b> Top of thumb here
--





POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 7538

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*IRENE LAU; KATHY R. MAIR; Newport Beach, CA\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

Dexter R. Legg

T. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this OCT 30 2012 day of



Dexter R. Legg

Dexter R. Legg, Secretary



SUBDIVIDER

ACKNOWLEDGMENT

State of California

County of Placer

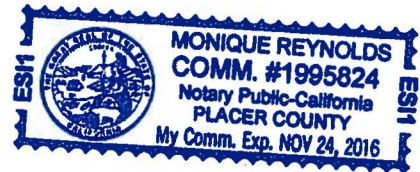
On 12/7/12 before me, Monique Reynolds, Notary Public  
(here insert name and title of the officer)

personally appeared Larry Bualco

~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)