

Bond No. SUR0068193
Premium \$224.00

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California (“County” or “Obligee”), and **The Spanos Corporation**, (“Principal”), have executed a Traffic Signal Warranty and Indemnification Agreement, dated April 13, 2021 (hereinafter “Agreement”) for the design, installation, and warranty of the certain Improvements identified as the **TRAFFIC SIGNAL AT TOWN CENTER BOULEVARD AND POST STREET in the El Dorado Hills Town Center**, (“the Signal”) and that Agreement is hereby incorporated by reference and made part herein; and

WHEREAS, said Principal is required under the terms of that Agreement to provide to warrant the materials and workmanship of the Signal for a period of one year following the date the County issues a Certificate of Occupancy for the El Dorado Hills Apartment Project or certifies the Signal is fully operational, whichever is later, and to procure this Warranty Bond in favor of the County guaranteeing said Signal during the Warranty Period in the sum of **Forty-Four Thousand Eight Hundred Thirty-Six Dollars and Eighty Cents (\$44,836.80)**; and

NOW, THEREFORE, the undersigned Principal and Argonaut Insurance Company, a limited liability company organized and existing under the laws of the State of Illinois, and authorized to transact business in the State of California, as Surety, are held and firmly bound in the whole sum of **Forty-Four Thousand Eight Hundred Thirty-Six Dollars and Eighty Cents (\$44,836.80)** lawful money of the United States of America, unto the County for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the said Principal, his, their, or its heirs, executors, administrators, successors, and assigns shall properly comply with the requirements of said Agreement, and any renewal thereof issued by the County, and shall indemnify and save harmless the above Obligee, and each of them, from any and all claims, suits, action, or actions, of every name, kind, and description, brought for or on account of any damage or injury to any real or personal property, or to any person or persons whomsoever, occasioned by or arising out of any failure of the Principal to comply with any of his or its obligations under the Agreement, and shall properly safeguard said work 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 against faulty or improper materials or workmanship that may be discovered from a period of one (1) year from the date the County

certifies the Signal as fully operational (Warranty Period). This Bond shall cover any act or omission of the Principal under the Agreement and renewals thereof.

As 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 in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

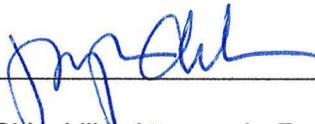
The Surety hereby stipulates and agrees that no change, extension of time, allocation, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension to 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 March 3, 2022.

Surety

Argonaut Insurance Company

By

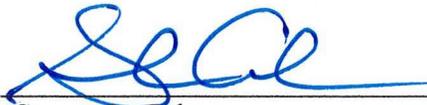


Tanya Chinchilla, Attorney-in-Fact
Print Name

Principal

The Spanos Corporation
a California Corporation

By



Steven L. Cohen
Executive Vice President
"Owner"

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.

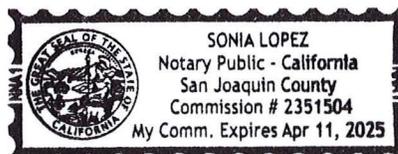
State of California
County of San Joaquin

On March 10, 2022 before me, Sonia Lopez, Notary Public
(here insert name and title of the officer)

personally appeared Steven L. Cohen

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 *Sonia Lopez*
Sonia Lopez

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Contra Costa)
On March 3, 2022 before me, Lisa M. Lucas, notary public,
Date Here Insert Name and Title of the Officer
personally appeared Tanya Chinchilla
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.



Signature Lisa M. Lucas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Tanya Chinchilla, Lisa M. Lucas, D. Richard Stinson, Nicholas Tan

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



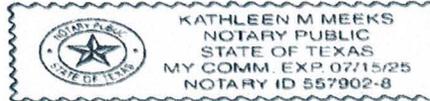
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 3rd day of March, 2022



James Bluzard, Vice President-Surety