# 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 92656, and whose principal place of business in the State of California 92656, and whose local office address is 25 Enterprise Drive, 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 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 4 (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 10<sup>th</sup> day of July, 2007;

# RECITALS

WHEREAS, the Agreement requires Owner and Subdivider to complete the subdivision improvements thereunder on or before July 10, 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 street, sewer, water, recycled water, and underground power and telephone improvements were eighty-five percent (85%) completed, and the drainage improvements were sixty-five percent (65%) completed, thus, the Performance Bond was reduced on September 23, 2008. The estimated costs of installing the improvements have changed, requiring amended cost exhibits, an increased performance bond and a decreased laborers and materialmens bond;

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 **PLANS FOR THE IMPROVEMENT OF WEST VALLEY UNIT 4** which were approved by the County Engineer, Department of Transportation, on May 15, 2006. Attached hereto are Amended Exhibit A, marked "Amended Schedule of Street Improvements;" Amended Exhibit B, marked "Amended Schedule of Storm Drainage Improvements;" Amended Exhibit C, marked "Amended Schedule of Water Improvements;" Amended Exhibit E, marked "Amended Schedule of Recycled Water Improvements;" 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 TWO MILLION EIGHT HUNDRED SIXTY THOUSAND FOURTEEN DOLLARS AND 04/100 (\$2,860,014.04). 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

Attn.: Steve P. Kooyman, P.E. Acting Deputy Director, Engineering, Transportation Planning & Land Development Division County Of El Dorado Department Of Transportation 2850 Fairlane Court Placerville, California 95667

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:

Dated: 1/1/15

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

# **Requesting Department Concurrence:**

By: Kimberly A Ken

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--

RON BRIGGS, Chair

Dated: 1-29-13

Board of Supervisors "County"

Attest: Terri Daly JAMES S. Mitrisin Acting Clerk of the Board of Supervisors

By: Deputy Cler

Dated: 1-29-13

## "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: Jeffrey Lawhon Vice President

Dated: 10/19/12

First Amendment to Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider West Valley Village, Unit 4, TM 99-1359R AGMT 07-1458 Page 5 of 6

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	ACKNOWLEDGMENT
State of California	
County of Los An	queles
On Devember 10, 201	2 before me, Mary Alexander, Notary Public
on pricede - jone	(here insert name and title of the officer)
personally appeared	JEffrey R. Lawhen
all be also all a	e (or proved to me on the basis of satisfactory evidence) to be
personally known to m	
the person(s) whose n	name(\$) is/are subscribed to the within instrument and
the person(s) whose n acknowledged to me th	name(\$) is/are subscribed to the within instrument and nat he/s <del>he/the</del> y executed the same in his/h <del>er/thei</del> r authorized
the person(⋬) whose n acknowledged to me th capacity( <del>ies</del> ), and that	name(\$) is/are subscribed to the within instrument and
the person(⋬) whose n acknowledged to me th capacity( <del>ies</del> ), and that	name(\$) is/are subscribed to the within instrument and nat he/s <del>he/the</del> y executed the same in his/h <del>er/the</del> ir authorized t by his/h <del>er/thei</del> r signature(s) on the instrument the person(\$),
the person(≴) whose n acknowledged to me th capacity( <del>ies</del> ), and that or the entity upon beha	hame(\$) is/are subscribed to the within instrument and hat he/she/they executed the same in his/her/their authorized t by his/her/their signature(s) on the instrument the person(\$), alf of which the person(\$) acted, executed the instrument.
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the person(⋬) whose n acknowledged to me th capacity( <del>ies</del> ), and that	hame(\$) is/are subscribed to the within instrument and hat he/she/they executed the same in his/her/their authorized t by his/her/their signature(s) on the instrument the person(\$), half of which the person(\$) acted, executed the instrument. MARY ALEXANDER Commission # 1834440 Notary Public - California Los Angeles County
the person(\$) whose n acknowledged to me th capacity( <del>ies</del> ), and that or the entity upon beha WITNESS my hand an	hame(\$) is/are subscribed to the within instrument and hat he/she/they executed the same in his/her/their authorized t by his/her/their signature(s) on the instrument the person(\$), half of which the person(\$) acted, executed the instrument. MARY ALEXANDER Commission # 1834440 Notary Public - California

# "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:

Dated:

Corporate Secretary

First Amendment to Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider West Valley Village, Unit 4, TM 99-1359R AGMT 07-1458 Page 6 of 6

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

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

By:

Dated:

Larry Gualco Vice President

By:

VP/Division Controller

2 Dated:

First Amendment to Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider West Valley Village, Unit 4, TM 99-1359R AGMT 07-1458 Page 6 of 6

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S	SUBDIVIDER
ACK	NOWLEDGMENT
State of California	
County of Placer	
On <u>12/7/12</u> before me, <u>1</u> personally appeared <u>Larry</u>	Monique Reynolds, Notary ful Here insert name and title of the officer)
	me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are su	ubscribed to the within instrument and
the person(s) whose name(s) is/are su acknowledged to me that he/she/they e	
the person(s) whose name(s) is/are su acknowledged to me that he/she/they e capacity(ies), and that by his/he/thei	ubscribed to the within instrument and xecuted the same in his/hef/their authorized
the person(s) whose name(s) is/are su acknowledged to me that he/she/they e capacity(ies), and that by his/he/thei	ubscribed to the within instrument and xecuted the same in his/hef/their authorized r signature(s) on the instrument the person(s),
the person(s) whose name(s) is/are su acknowledged to me that he/she/they e capacity(ies), and that by his/he/thei or the entity upon behalf of which the p	ubscribed to the within instrument and xecuted the same in his/he//their authorized r signature(s) on the instrument the person(s), person(s) acted, executed the instrument.

	SUBDIVIDER
	ACKNOWLEDGMENT
State of California County of <u>FIC</u>	icer
On 12/19/12	before me, <u>Monique Reynolds</u> , <u>Notary Public</u> (there insert name and title of the officer)
personally appeare	ed Earl Keith
personally known to	e-me (or proved to me on the basis of satisfactory evidence) to be
acknowledged to m capacity(ies), and	the name(s) is/arê subscribed to the within instrument and e that he/she/they executed the same in his/ber/their authorized that by his/her/their signature(s) on the instrument the person(s), behalf of which the person(s) acted, executed the instrument. It and official seal. MONIQUE REYNOLDS COMM. #1995824 Notary Public-California PLACER COUNTY My Comm. Exp. NOV 24, 2016

## 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 4** 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:

Item Description	Quantity	Units	U	nit Cost	Total Cost
3"AC/8"AB	88,252	SF	\$	3.36	\$ 296,526.72
Type 1 Rolled Curb and Gutter	5,034	LF	\$	18.00	\$ 90,612.00
Type 2 Vertical Curb and Gutter	398	LF	\$	18.00	\$ 7,164.00
Sidewalk Ramps	14	EA	\$	600.00	\$ 8,400.00
Street Signs	6	EA	\$	300.00	\$ 1,800.00
4"PCC Sidewalk	5,500	SF	\$	4.80	\$ 26,400.00
Stop Signs w/ Stop Bars	5	EA	\$	600.00	\$ 3,000.00

Amended Subtotal for Street Improvements \$ 433,902.72

First Amendment to Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider West Valley Village Unit 4, TM 99-1359R AGMT 07-1458 Amended Exhibit A Page 1 of 1

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## Amended Exhibit B

## **Amended Schedule of Storm Drainage Improvements**

Owner and Subdivider agree to install the drainage improvements in the West Valley Village, Unit 4 Subdivision as 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 Storm Drainage Improvements:

Item Description	Quantity	Units	Unit Cost	<b>Total Cost</b>
12" Storm Drain Pipe-HDPE	252	LF	\$ 42.00	\$ 10,584.00
18" Storm Drain Pipe-HDPE	1,219.86	LF	\$ 54.00	\$ 65,872.44
24" Storm Drain Pipe-HDPE	265.77	LF	\$ 66.00	\$ 17,540.82
30" Storm Drain Pipe-HDPE	173.49	LF	\$ 78.00	\$ 13,532.22
36" Storm Drain Pipe-HDPE	696.23	LF	\$ 90.00	\$ 62,660.70
Std. Type "B" Drain Inlet	9	EA	\$ 3,600.00	\$ 32,400.00
Saddle Type "B" Drain Inlet	1	EA	\$ 3,600.00	\$ 3,600.00
Amended Subtotal for Street Impro	7	EA	\$ 6,000.00	\$ 42,000.00
48" Storm Drain Manhole	8	EA	\$ 3,240.00	\$ 25,920.00
60" Storm Drain Manhole	1	EA	\$ 4,200.00	\$ 4,200.00
TV Inspection	2,607.35	LF	\$ 2.00	\$ 5,214.70

Amended Subtotal for Storm Drainage Improvements: \$ 283,524.88

First Amendment to Agreement to Make Subdivision Improvements for Class I Subdivision Between County, Owner and Subdivider West Valley Village Unit 4, TM 99-1359R AGMT 07-1458 Amended Exhibit B Page I of I

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## Amended Exhibit C

#### Amended Schedule of Sanitary Sewer Improvements

Owner and Subdivider agree to install the sanitary sewer collection and disposal system in the **West Valley Village**, **Unit 4** Subdivision as 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 Sanitary Sewer Improvements:

Item Description	Quantity	Units	Unit Cost	<b>Total Cost</b>
6" Sewer Line (SDR-35)	1,806.74	LF	\$ 54.00	\$ 97,563.96
6" Sewer Line (SDR-26)	948.70	LF	\$ 66.00	\$ 62,614.20
Std. 48" Manhole	12	EA	\$ 3,360.00	\$ 40,320.00
Std. 60" Manhole	2	EA	\$ 4,200.00	\$ 8,400.00
4" Sewer Services	54	EA	\$ 1,200.00	\$ 64,800.00
Sewer Cleanout	3	EA	\$ 900.00	\$ 2,700.00
TV Inspection	3,835.44	EA	\$ 2.00	\$ 7,670.88

Amended Subtotal for Sanitary Sewer Improvements: \$ 284,069.04

First Amendment to Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider West Valley Village Unit 4, TM 99-1359R AGMT 07-1458 Amended Exhibit C Page 1 of 1

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## Amended Exhibit D

#### **Amended Schedule of Water Improvements**

Owner and Subdivider agree to install the water supply and distribution system in the West Valley Village, Unit 4 Subdivision as 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:

Item Description	Quantity	Units	Unit Cost	Total Cost
8" PVC C-900 (CL 150)	2,963.22	LF	\$ 60.00	\$ 177,793.20
8" Gate Valve	16	EA	\$ 1,200.00	\$ 19,200.00
1"ARV	3	EA	\$ 3,000.00	\$ 9,000.00
2"BOV	6	EA	\$ 3,360.00	\$ 20,160.00
Fire Hydrants	5	EA	\$ 3,120.00	\$ 15,600.00
Water Services	54	EA	\$ 1,440.00	\$ 77,760.00

Amended Subtotal for Water Improvements: \$ 319,513.20

First Amendment to Agreement to Make Subdivision Improvements for Class I Subdivision Between County, Owner and Subdivider West Valley Village Unit 4, TM 99-1359R AGMT 07-1458 Amended Exhibit D Page 1 of 1

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## 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 4** Subdivision as 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:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" Purple Plus C-900 (CL 150)	2,742.88	LF	\$ 42.00	\$ 115,200.96
6" Gate Valve	12	EA	\$ 1,020.00	\$ 12,240.00
1" ARV	3	EA	\$ 3,000.00	\$ 9,000.00
2" BOV	5	EA	\$ 3,360.00	\$ 16,800.00
Recycled Water Services	54	EA	\$ 1,440.00	\$ 77,760.00

Amended Subtotal for Recycled Water Improvements: \$ 231,000.96

First Amendment to Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider West Valley Village Unit 4, TM 99-1359R AGMT 07-1458 Amended Exhibit E Page 1 of 1

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## Amended Exhibit F

## Amended Schedule of Underground Power and Telephone Improvements

Owner and Subdivider agree to install the underground power and telephone utilities in the **West Valley Village, Unit 4** Subdivision as 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:

Item Description	Quantity	Units	Unit Cost	Total Cost
Mainline Trenching	54	LOT	\$ 1,600.00	\$ 86,400.00
Conduit and Boxes	54	LOT	\$ 1,200.00	\$ 64,800.00
Wiring and Transformers	54	LOT	\$ 1,200.00	\$ 64,800.00
Utility Services	54	LOT	\$ 8,000.00	\$ 432,000.00

Amended Subtotal for Underground Power and Telephone Improvements: \$648,000.00

First Amendment to Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider West Valley Village Unit 4, TM 99-1359R AGMT 07-1458 Amended Exhibit F Page I of I

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#### 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 4 Subdivision, TM 99-1359R have been completed, to wit:

		fotal Amount	Percent Complete	Remaining Amount	
Street Improvements	\$	433,902.72	32.91%	\$	291,105.33
Storm Drainage Improvements	\$	283,524.88	94.47%	\$	15,678.93
Sanitary Sewer Improvements	\$	284,069.04	83.92%	\$	45,678.30
Water Improvements	\$	319,513.20	96.46%	\$	11,310.77
Recycled Water Improvements	\$	231,000.96	95.76%	\$	9,794.44
Underground Power and Telephone Improvements	\$	648,000.00	61.45%	\$	249,804.00
Project Administration (2%)	\$	44,000.22	0%	\$	44,000.22
Construction Staking (4%)	\$	88,000.43	71.67%	\$	24,930.52
Construction Management (10%)	\$	220,001.08	71.67%	\$	62,326.31
Contingency (10%)	\$	220,001.08	0%	\$	220,001.08
Erosion Control Inspection (4%)	\$	88,000.43	71.67%	\$	24,930.52
Total	\$	2,860,014.04	0%	\$	999,560.42

I estimate the total cost of completing the improvements agreed to be performed by the Owner and Subdivider to be Two Million Eight Hundred Sixty Thousand Fourteen Dollars and 04/100 (\$2,860,014.04).

I estimate the revised total cost of completing the remainder of the improvements to be Nine Hundred Ninety-Nine Thousand Five Hundred Sixty Dollars and 42/100 (\$999,560.42) and the revised cost of the completed work to be One Million Eight Hundred Sixty Thousand Four Hundred Fifty-Three Dollars and 62/100 (\$1,860,453.62).

The revised amount of the Performance Bond is One Million One Hundred Eighty-Five Thousand Six Hundred Five Dollars and 78/100 (\$1,185,605.78), representing a reduction of 90% of the revised cost estimate for the work completed.

The amount of the Laborers and Materialsmen Bond is One Million Four Hundred Thirty Thousand Seven Dollars and 02/100 (\$1,430,007.02), which is 50% of the Total Cost of the Improvements.

DATED: 0.5.12

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



ACCEPTED BY THE COUNTY OF EL DORADO

ooyman, P.E. Acting Deputy Director, Engineering Transportation Planning & Land Development Division

First Amendment to Agreement to Make Subdivision Improvements for Class I Subdivision Between County, Owner and Subdivider West Valley Village Unit 4, TM 99-1359R AGMT 07-1458 Amended Certificate of Partial Completion Page 1 of 1

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Rider #1 West Valley Village Unit 4, TM 99-1359R

· ··· /.

#### RIDER

To be attached and form part of:

Bond Number dated	6547251 July 22, 2009
issued by the (Surety)	Safeco Insurance Company of America
in the amount of	<ul> <li>\$ 722,530.33 – Performance Bond;</li> <li>\$1,496,007.35 - Laborers and Materialmens Bond</li> </ul>
on behalf of (Principal)	Lennar Communities, Inc.
and in favor of (Obligee)	County of El Dorado, California

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

Bond a	amount amended as follows, r	espectively:	
Perfor	mance Bond	Laborers and Materialmens Bond	
From:	\$ 722,530.33	From: \$1,496,007.35	
To:	\$1,185,605.78	To: \$1,430,007.02	

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)

Bv

Safeco Insurance Company of America (Surety) By:

Irene Lau, Attorney-in-Fact

Acknowledged and approved:

County of El Dorado

By:

State of <u>California</u>	
County of Orange	
Dn OCT 3 0 2012 befo	ore me, Kathy R. Mair, Notary Public [Name of Notary Public and Title "Notary Public"]
ersonally appeared <u>Irene La</u>	_au[Name(s) of Signer(s)]
n <del>his</del> /her/ <del>their</del> authorized capacity he person <del>(s)</del> , or the entity upon be	at and acknowledged to me that he/she/they executed the same sy <del>(ies)</del> , and that by his/her/their signature(s) on the instrument ehalf of which the person <del>(s)</del> acted, executed the instrument. ERJURY under the laws of the State of California that the prrect.
	WITNESS my hand and official seal.
KATHY R. MAIR Commission # 1846186 Notary Public - California Orange County My Comm. Expires May 22, 2013 (Seal)	KCHL Main Signature of Notary Public
	by law, it may prove valuable to persons relying on the document and could preven
	val and reattachment of this form to another document.
Description of Attached Docume	
itle or Type of Document:	Number of Pages:
Capacity(ies) Claimed by Signer	RIGHT THUMBPRINT
igner's Name: Irene Lau	OF SIGNER Top of thumb here
Individual	
Corporate Officer – Title(s): Partner – D Limited General	
Corporate Officer – Title(s):	



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

KNOW ALL BY THESE PRESENTS:

7538 No.

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

its true and lawful attomey(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		2009	-
Dexter Q. Lay	TAMilolajeus	2.		
Dexter R. Legg, Secretary	Timothy A. Mikolajewski, Vice F	rasident	-	
	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 attomeys-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."

, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY I. Dexter R. Lega 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



SUBDIVIDER ACKNOWLEDGMENT State of California County of Placer On 12/7/12 before me, Monique Reynolds, Notary Public (there 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. MONIQUE REYNOLDS Signature I Mongue Repolds COMM. Fxn NOV 24 (Seal)