



## **PERFORMANCE BOND**

**(Subdivision Improvements)**

Issued in Duplicate

**Bond No. :** 4437796

**Premium:** \$9,341.00 term of 2 years, subject to renewal

**WHEREAS**, Rancho Yokaya LP (herein designated as "Principal"), and County of Mendocino (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated , 2020 and identified as project Tract No 261 Gardens Gate Subdivision APN: 184-033-15, Agreement #20-0011, is hereby referred to and made a 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 SureTec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of Four Hundred Forty Two Thousand Thirty Five & no/100 dollars (\$ 442,035.00) lawful money of the United States, for the payment of which sum well and truly 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 bounded Principal, his or its heirs, executors, 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 Obligee , 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 bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee 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 to be 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, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on 17th, August, 2020.

**Principal**

**Address of Principal:**

**2550 Lakewest Dr., Ste #50  
Chico, CA 95928**

Rancho Yokaya LP

By: 

**Surety**

**Address of Surety:**

**3131 Camino del Rio N., Suite 1450  
San Diego, CA 92108  
619-400-4100**

SureTec Insurance Company

By: 

Elizabeth Collodi, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.



## 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 Butte )

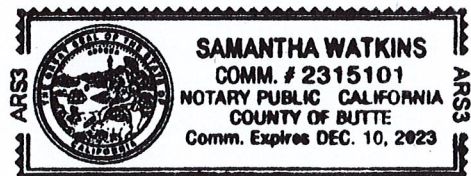
On August 17, 2020 before me, Samantha Watkins, Notary Public  
(insert name and title of the officer)

personally appeared Elizabeth Collodi,  
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  (Seal)





# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents,** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John Hopkins, Elizabeth Colodi, Sara Walliser, Renee Ramsey, Katherine Gordon, Marissa Robinson, Deanna Quintero, K. Corey Ward, John J. Weber, Joseph H. Weber, Stephanie Agapoff, Breanna Boatright, Claudine Gordon, Kristie Phillips, Michael Feeney, Bill Rapp, Matthew Foster, Tony Clark, Jason March, Samantha Watkins its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 4th day of August A.D. 2020.

SURETEC INSURANCE COMPANY

By:

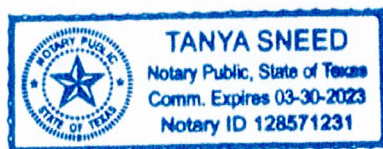
Michael C. Keimig, President



State of Texas  
County of Harris

SS:

On this 4th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 17th day of August, 2020, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510038

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

<p><b>SureTec Insurance Company</b> <b>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</b></p>
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**Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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## **LABOR AND MATERIAL'S BOND**

**(Subdivision Improvements)**

Issued in Duplicate

**Bond No. : 4437796**

**Premium: Included in Performance Bond**

**WHEREAS**, Rancho Yokaya LP (herein designated as "principal"), and County of Mendocino (herein designated as "obligee") have entered into an agreement whereby principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated , 2020 and identified as project Tract No 261 Gardens Gate Subdivision APN: 184-033-15, Agreement #20-0011, is hereby referred to and made a 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 Mendocino to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

**NOW, THEREFORE**, said principal and the undersigned as corporate surety, are held firmly bound unto the County of Mendocino and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of Two Hundred Twenty One Thousand Seventeen & no/100 dollars (\$221,017.00), for materials furnished or labor thereon of any kind, or for amounts due 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 City 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 Title 3 (commencing with Section 9000) 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 17th, August, 2020.

**Principal**

**Address of Principal:**

**2550 Lakewest Dr., Ste #50  
Chico, CA 95928**

Rancho Yokaya LP

By: 

**Surety**

**Address of Surety:**

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San Diego, CA 92108  
619-400-4100**

SureTec Insurance Company

By: 

Elizabeth Collodi, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.



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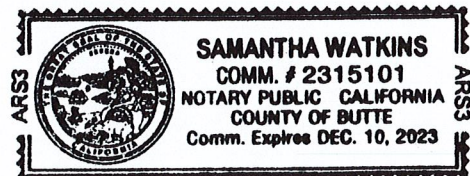
On August 17, 2020 before me, Samantha Watkins, Notary Public  
(insert name and title of the officer)

personally appeared Elizabeth Collodi,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
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person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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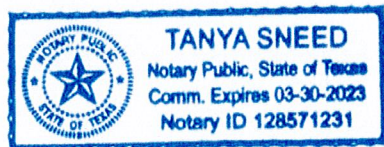
Michael C. Keimig, President

State of Texas  
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SS: \_\_\_\_\_



On this 4th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



\_\_\_\_\_  
Tanya Sneed, Notary Public

My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 17th day of August, 2020, A.D.

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SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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