AGENDA
JANUARY 28, 2021
CITY OF CITRUS HEIGHTS CITY COUNCIL
5:00 PM SPECIAL MEETING
7:00 PM REGULAR MEETING
City Hall Council Chambers
6360 Fountain Square Drive, Citrus Heights, CA

PLEASE NOTE: In order to minimize the spread of the COVID 19 virus, Governor Newsom has issued Executive Orders that temporarily suspend some requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, Council Members may attend City Council meetings telephonically or otherwise electronically. The meeting will be held via webcast with NO PHYSICAL LOCATION FOR PUBLIC ATTENDANCE.

PLEASE SEE BELOW FOR ZOOM MEETING INFORMATION

For those individuals accessing the meetings through Zoom who wish to make a public comment, please use the Zoom hand raise function (or *9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may submit your comment via email to cityclerk@citrusheights.net or by completion of an online Speaker Card at https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

You are strongly encouraged to observe the City Council meetings on television live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems and replayed on the following Monday at 9:00 a.m. Alternatively, members of the public can view the City Council meeting live webcast at https://www.citrusheights.net/673/Live-City-Council-Meeting-Webcasts.

If you need a disability-related modification or accommodation, to participate in this meeting, please contact the City Clerk’s Office 916-725-2448, cityclerk@citrusheights.net, or City Hall 6360 Fountain Square Drive at least 48 hours prior to the meeting. TDD: California Relay Service 7-1-1.

Zoom Meeting Link:
Special Meeting 5:00 p.m. Zoom Meeting – Members of the public may attend via Zoom in order to observe and address the meeting.

Regular Meeting 7:00 p.m. Zoom Meeting – Members of the public may attend via Zoom in order to observe and address the meeting.
Please click the link below to join the webinar:
HTTPS://US02WEB.ZOOM.US/J/82697924076?PWD=L3DUDGFIVMDIVZF6QML0DWFLWGRAUT09
January 28, 2021 Agenda Packet (PDF)

Documents:

01-28-21 AGENDA PACKET.PDF

CALL SPECIAL MEETING TO ORDER
1. Roll Call: Council Members: Bruins, Daniels, Schaefer, Middleton, Miller

PUBLIC COMMENT

STUDY SESSION
2. Financial Update Study Session

ADJOURNMENT

CALL REGULAR MEETING TO ORDER
1. Flag Salute
2. Roll Call: Council Members: Bruins, Daniels, Schaefer, Middleton, Miller
3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS
4. Great Plates Delivered Citrus Heights – Acknowledgement Of Participating Restaurants And Residents

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR
It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action is requested by a Council Member.

5. SUBJECT: Approval Of Minutes
RECOMMENDATION: Approve the Minutes of the Regular Meeting of January 14, 2021

6. SUBJECT: Approval Of Amendment No. 01 For The Wyatt Ranch Subdivision Improvement Agreement – Change Of Ownership
STAFF REPORT: L. Blomquist / A. Flores
RECOMMENDATION: Adopt Resolution No. 2021-___, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 01 for the Subdivision Improvement Agreement for Wyatt Ranch Subdivision – Change of Ownership

DEPARTMENT REPORTS
7. SUBJECT: Resiliency During A Pandemic – Essential Workers, Essential Services, Amazing Results
DEPARTMENT: Administrative Services Department
8. SUBJECT: 2020 Accessibility/Drainage And Resurfacing Projects Update
DEPARTMENT: General Services Department

9. SUBJECT: 2020 Communications Year In Review
   DEPARTMENT: City Manager’s Office

10. SUBJECT: 2020 Holiday Referral Program Recap
    DEPARTMENT: Police Department

11. SUBJECT: Alarm Billing Outsourcing
    DEPARTMENT: Police Department

12. SUBJECT: Resources For Renters
    DEPARTMENT: Community Development Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT
PLEASE NOTE: In order to minimize the spread of the COVID 19 virus, Governor Newsom has issued Executive Orders that temporarily suspend some requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, Council Members may attend City Council meetings telephonically or otherwise electronically. The meeting will be held via webcast with NO PHYSICAL LOCATION FOR PUBLIC ATTENDANCE.

Special Meeting 5:00 p.m. Zoom Meeting – Members of the public may attend via Zoom in order to observe and address the meeting. Webinar link:

https://us02web.zoom.us/j/88673740995?pwd=WXBlaGJvMnhRUEJoN3JURGhyT2lnUT09

Regular Meeting 7:00 p.m. Zoom Meeting – Members of the public may attend via Zoom in order to observe and address the meeting. Webinar link:

https://us02web.zoom.us/j/82697924076?pwd=L3dUdGFiVmdVzF6Qml0dWFLWGRaUT09

For those individuals accessing the meetings through Zoom who wish to make a public comment, please use the Zoom hand raise function (or *9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may submit your comment via email to cityclerk@citrusheights.net or by completion of an online Speaker Card at https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

You are strongly encouraged to observe the City Council meetings on television live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems and replayed on the following Monday at 9:00 a.m. Alternatively, members of the public can view the City Council meeting live webcast at https://www.citrusheights.net/673/Live-City-Council-Meeting-Webcasts.

If you need a disability-related modification or accommodation, to participate in this meeting, please contact the City Clerk’s Office 916-725-2448, cityclerk@citrusheights.net, or City Hall 6360 Fountain Square Drive at least 48 hours prior to the meeting. TDD: California Relay Service 7-1-1.

January 22, 2021

Amy Van, City Clerk
CALL SPECIAL MEETING TO ORDER
1. Roll Call: Council Members: Bruins, Daniels, Schaefer, Middleton, Miller

PUBLIC COMMENT

STUDY SESSION
2. Financial Update Study Session

ADJOURNMENT

CALL REGULAR MEETING TO ORDER

1. Flag Salute

2. Roll Call: Council Members: Bruins, Daniels, Schaefer, Middleton, Miller

3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

4. Great Plates Delivered Citrus Heights – Acknowledgement of Participating Restaurants and Residents

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR
It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action are requested by a Council Member.

5. SUBJECT: Approval of Minutes
   RECOMMENDATION: Approve the Minutes of the Regular Meeting of January 14, 2021
6. **SUBJECT**: Approval of Amendment No. 01 for the Wyatt Ranch Subdivision Improvement Agreement – Change of Ownership  
**STAFF REPORT**: L. Blomquist / A. Flores  
**RECOMMENDATION**: Adopt Resolution No. 2021-___, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 01 for the Subdivision Improvement Agreement for Wyatt Ranch Subdivision – Change of Ownership

**DEPARTMENT REPORTS**

7. **SUBJECT**: Resiliency During a Pandemic – Essential Workers, Essential Services, Amazing Results  
**DEPARTMENT**: Administrative Services Department

8. **SUBJECT**: 2020 Accessibility/Drainage and Resurfacing Projects Update  
**DEPARTMENT**: General Services Department

9. **SUBJECT**: 2020 Communications Year in Review  
**DEPARTMENT**: City Manager’s Office

10. **SUBJECT**: 2020 Holiday Referral Program Recap  
**DEPARTMENT**: Police Department

11. **SUBJECT**: Alarm Billing Outsourcing  
**DEPARTMENT**: Police Department

12. **SUBJECT**: Resources for Renters  
**DEPARTMENT**: Community Development Department

**CITY MANAGER ITEMS**

**ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS**

**ADJOURNMENT**
CALL REGULAR MEETING TO ORDER

The regular meeting was called to order at 7:00 p.m. by Mayor Miller.

1. The Flag Salute was led by Mayor Miller.

2. Roll Call: Council Members present: Bruins, Daniels, Schaefer, Middleton, Miller
   Council Members absent: None
   Staff present: Boyd, Huber, Jones, Kempenaar, McDuffee, Van
   and department directors.

3. The video statement was read by City Clerk Van.

APPROVAL OF AGENDA

ACTION: On a motion by Council Member Daniels, seconded by Vice Mayor Middleton, the City Council approved the agenda.

   AYES: Bruins, Daniels, Schaefer, Middleton, Miller
   NOES: None
   ABSENT: None

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Bruins provided a report from the Sacramento Regional County Sanitation District Board meeting. She also provided a report from the Citrus Heights Police Activities League meeting.

Council Member Daniels encouraged residents to support local businesses.

Council Member Schaefer attended a neighborhood meeting regarding illegal fireworks.

Vice Mayor Middleton attended the Citrus Heights Police Activities League meeting. She also provided an update from the Sacramento Valley League of California Cities Board Meeting.

Mayor Miller provided a report from the Sacramento Transportation Authority Board meeting.

PUBLIC COMMENT

None
CONSENT CALENDAR

4. **SUBJECT:** Approval of Minutes  
   **RECOMMENDATION:** Approve the Minutes of the Regular Meeting of December 10, 2020

5. **SUBJECT:** Award of Critical Repair Grant Program Administration Contract to Rebuilding Together Sacramento  
   **STAFF REPORT:** C. McDuffee / S. Cotter  
   **RECOMMENDATION:** Adopt Resolution No. 2021-001, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Award of Critical Repair Grant Program Administration Contract to Rebuilding Together Sacramento

6. **SUBJECT:** Transportation Development Act (TDA) Funding Claim Authorization  
   **STAFF REPORT:** M. Poole  
   **RECOMMENDATION:** Adopt Resolution No. 2021-002, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City to Claim its Transportation Development Act (TDA) Funds for Fiscal Year 2020-2021 and Any Revised Apportionments for Previous Years

7. **SUBJECT:** San Juan Avenue Complete Streets Project Approval of Caltrans Program Supplement Agreement  
   **STAFF REPORT:** L. Blomquist / M. Poole  
   **RECOMMENDATION:** Adopt Resolution No. 2021-003, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute the Program Supplement Agreement for the San Juan Avenue Complete Streets Project

**ACTION:** On a motion by Council Member Daniels, seconded by Council Member Bruins, the City Council adopted Consent Calendar Items 4, 5, 6 and 7.

**AYES:** Bruins, Daniels, Schaefer, Middleton, Miller  
**NOES:** None  
**ABSENT:** None

PUBLIC HEARING

8. **SUBJECT:** Draft Amendment to the General Plan Housing Element  
   **STAFF REPORT:** C. McDuffee / C. Kempenaar / E. Singer  
   **RECOMMENDATION:** The Following is Recommended:

   a. Review and Comment on the Draft Amendment to the General Plan (Housing Element)

   b. Find the Project is Exempt from CEQA per Section 15061(b)(3)a

   c. Forward the Draft to the California Housing and Community Development Department (HCD) for Review
Planning Manager Kempenaar explained the City is required to update the Housing Element every eight years. He stated the Background Report in the Housing Element tracks demographic, economic, and housing trends in Citrus Heights. Since the last Housing Element update, the City created the Rental Housing Inspection Program, the City is no longer examining the feasibility of a Resale Inspection Program, and the City is continuing to focus on the green building and energy-efficient construction. He stated Sacramento Area Council of Governments (SACOG) allocates “fair share” growth to all municipalities in the region; the Regional Housing Needs Allocation for Citrus Heights is 697 units. Upon Council approval, staff will send the draft document to HCD for review and comment. Staff will present the final document for Council review in April.

City Council questions and comments followed.

Mayor Miller opened the public hearing at 7:28 p.m., hearing no speakers he closed the public hearing.

ACTION: On a motion by Council Member Bruins, seconded by Council Member Schaefer, the City Council found the project is exempt from CEQA per Section 15061(b)(3)a.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

ACTION: On a motion by Council Member Bruins, seconded by Council Member Schaefer, the City Council directed staff to forward the draft General Plan Housing Element to the California Housing and Community Development Department for review.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

REGULAR CALENDAR

9. **SUBJECT:** New Sylvan Purchase and Sale Agreement  
**STAFF REPORT:** C. McDuffee / R. Jones / M. Huber  
**RECOMMENDATION:** Adopt Resolution No. 2021-005, a Resolution of the City Council of the City of Citrus Heights, California, Approving the Purchase and Sale Agreement of Sylvan Property to Woodside Homes

Economic Development and Communications Manager Huber explained in September 2019 the City purchased the 11.34 acre Sylvan property for $3.4 million. This was a strategic acquisition to direct use and steward the land’s development. In April 2020, the City Council set planning and design goals for the site.

Community Development Director McDuffee provided an overview of the planning and design goals previously adopted by the City Council.
Economic Development and Communications Manager Huber stated in July 2020 the City issued an Offering Memorandum to invite interested parties to respond. The City received one response from Woodside Homes.

Community Development Director McDuffee stated Woodside Home’s response to the Offering Memorandum included a conceptual site plan. The conceptual plan is a single-family detached home product with about 93 lots. If the Purchase and Sale Agreement is approved, Woodside Homes will need to obtain all necessary entitlements. The project will need to go through the City’s normal development review process.

City Attorney Jones provided an overview of the terms of the proposed Purchase and Sale Agreement. The purchase price is $4.17 million.

Jim Bayless with Woodside Homes stated they are very excited to build upon all the improvements the City has invested in along the Auburn Boulevard corridor.

Public Comment

City Clerk Van read the following written public comments:

“As a resident of Citrus Heights living behind Sylvan Cemetery, I look forward to the sale and use of this lot. I would like to see the city ensure there is at least one restaurant or coffee shop with outdoor seating that current neighborhood residents can enjoy. W Hibben”

“It is probably advisable that the city stop paying interest on the loan used to purchase the property. With that said, I also think that the city could use some income from business taxes. I propose that the city consider working with the developer to build residential over storefronts for all buildings facing auburn blvd. This would allow for some commercial buildings that could benefit the local houses and the community. It would be fun to have a little neighborhood wine bar, café, maybe a barber, a restaurant, or comic book store. As a possible mitigation against vacancy, the commercial lots under residential could have a clause that they be allowed to be built out into residential under residential if vacant for a period of time- perhaps 6 months or a year after all other properties in the subdivision are built. Nathan Champion”

“As a 30+yr resident in this location my property back up to this location, I am against this sale of homes being built, the traffic is already so increased, the wildlife is being depleted and if this sale goes through this is the nail on the coffin that I will sell my home, and take my family and business out of the entire state! The heck with mother nature is what city of CH is saying! Email: brinaanne@....”

“I am not an expert or a city planner but as our city struggles with the budget after Mr. Tingles retirement I think great care should be given to placing homes so close to an elementary school. We need some attractions that will bring people to Citrus Heights to spend money not just more housing. I thought this was supposed to be a sports complex originally, can the council look into something more diverse than just getting rid of the property for a little profit? They should not have bothered to buy it and tie up the money if they were just going to sell if for housing, the school district could have done that????? I have mentioned in the past sports complexes for traveling sports...
teams that have revitalized city’s that were devastated after losing manufacturing jobs etc. Let’s broaden our horizons. Lori Egan”

City Council questions and comments followed.

**ACTION**: On a motion by Council Member Bruins, seconded by Vice Mayor Middleton, the City Council adopted Resolution No. 2021-005, a Resolution of the City Council of the City of Citrus Heights, California, Approving the Purchase and Sale Agreement of Sylvan Property to Woodside Homes.

- **AYES**: Bruins, Daniels, Middleton, Miller
- **NOES**: Schaefer
- **ABSENT**: None

10. **SUBJECT**: City Board and Commission Appointments

**STAFF REPORT**: A. Van

**RECOMMENDATION**: The Following is Recommended:

- a. Council Members Bret Daniels and Tim Schaefer Nominate One Regular Member to Serve on the Planning Commission
- b. The City Council, by Majority Vote, Appoint Individuals for the Remaining At-Large Appointments to the Planning Commission and Construction Board of Appeals

City Clerk Van presented the staff report.

**Public Comment**

Paul Makhnovskiy expressed his interest in serving on the Planning Commission.

Council Member Daniels announced his nomination of Paul Makhnovskiy as a regular member to the Planning Commission.

**ACTION**: On a motion by Council Member Daniels, seconded by Council Member Bruins, the City Council ratified the appointment of Paul Makhnovskiy to serve on the Planning Commission for the term of January 14, 2021 to December 31, 2024.

- **AYES**: Bruins, Daniels, Schaefer, Middleton, Miller
- **NOES**: None
- **ABSENT**: None

Council Member Schaefer announced his nomination of Thomas Scheeler as a regular member to the Planning Commission.

**ACTION**: On a motion by Council Member Schaefer, seconded by Council Member Daniels, the City Council ratified the appointment of Thomas Scheeler to serve on the Planning Commission for
the term of January 14, 2021 to December 31, 2024.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

ACTION: On a motion by Council Member Bruins, seconded by Council Member Middleton, the City Council appointed Talaya Turner Mike as an at-large member of the Planning Commission for a term of January 14, 2021 to December 31, 2022.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

ACTION: On a motion by Council Member Daniels, seconded by Council Member Schaefer, the City Council appointed Michael Nishimura as an at-large member of the Planning Commission for a term of January 14, 2021 to December 31, 2022.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

ACTION: On a motion by Council Member Daniels, seconded by Council Member Bruins, the City Council appointed Marcus Bergman as a member to the Construction Board of Appeals for a term of January 14, 2021 to December 31, 2024.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

11. **SUBJECT**: Appointments to Regional Boards and Committees  
   **STAFF REPORT**: A. Van  
   **RECOMMENDATION**: The Following is Recommended:

   a. Adopt Resolution No. 2021 - 005, A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Metropolitan Air Quality Management District (SMAQMD) Board of Directors, and Appointing a Member to Serve as the Alternate

   b. Adopt Resolution No. 2021 - 006, A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Regional County Sanitation District (SRCSD) and Sacramento Area Sewer District (SASD) Boards of Directors, and Appointing a Member to Serve as the Alternate

   c. Adopt Resolution No. 2021 - 007, A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the
Representative on the Sacramento Transportation Authority (STA), and Appointing a Member to Serve as the Alternate

d. Adopt Resolution No. 2021 - 008, A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as a Director to the Sacramento Area Council of Governments (SACOG) Board of Directors, and Appointing a Member to Serve as the Alternate

Mayor Miller announced the appointments to the following regional boards and commissions:

<table>
<thead>
<tr>
<th>Regional Board/Commission</th>
<th>Representative</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sacramento Metropolitan Cable Television Commission</td>
<td>Tim Schaefer</td>
<td>Porsche Middleton</td>
</tr>
<tr>
<td>Sacramento Public Library Authority</td>
<td>Tim Schaefer</td>
<td>Steve Miller</td>
</tr>
<tr>
<td>Sacramento Area Sewer District / Sacramento Regional County Sanitation District</td>
<td>Jeannie Bruins</td>
<td>Bret Daniels</td>
</tr>
<tr>
<td>Sacramento Transportation Authority</td>
<td>Steve Miller</td>
<td>Bret Daniels</td>
</tr>
<tr>
<td>Sacramento Area Council of Governments</td>
<td>Porsche Middleton</td>
<td>Jeannie Bruins</td>
</tr>
<tr>
<td>Regional Transit</td>
<td>Steve Miller</td>
<td>Tim Schaefer</td>
</tr>
<tr>
<td>Sacramento Metropolitan Air Quality Management District</td>
<td>Bret Daniels</td>
<td>Tim Schaefer</td>
</tr>
</tbody>
</table>

**Liaisons to Local Entities**

<table>
<thead>
<tr>
<th>Local Entity</th>
<th>Representative</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education and Community Programs</td>
<td>Steve Miller</td>
<td>Tim Schaefer</td>
</tr>
<tr>
<td>Sacramento Metropolitan Fire District</td>
<td>Bret Daniels</td>
<td>Porsche Middleton</td>
</tr>
<tr>
<td>Inter-governmental Relations</td>
<td>Steve Miller</td>
<td>Bret Daniels</td>
</tr>
<tr>
<td>Sunrise MarketPlace</td>
<td>Tim Schaefer</td>
<td>Porsche Middleton</td>
</tr>
</tbody>
</table>

**Council Ad Hoc Subcommittees**
ACTION: On a motion by Council Member Bruins, seconded by Vice Mayor Middleton, the City Council adopted Resolution No. 2021-005, A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Metropolitan Air Quality Management District (SMAQMD) Board of Directors, and Appointing a Member to Serve as the Alternate.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

ACTION: On a motion by Mayor Miller, seconded by Council Member Bruins, the City Council adopted Resolution No. 2021-006, A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Regional County Sanitation District (SRCSD) and Sacramento Area Sewer District (SASD) Boards of Directors, and Appointing a Member to Serve as the Alternate.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

ACTION: On a motion by Mayor Miller, seconded by Council Member Bruins, the City Council adopted Resolution No. 2021-007, A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as the Representative on the Sacramento Transportation Authority (STA), and Appointing a Member to Serve as the Alternate.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

ACTION: On a motion by Mayor Miller, seconded by Vice Mayor Middleton, the City Council adopted Resolution No. 2021-008, A Resolution of the City Council of the City of Citrus Heights, California, Appointing a Citrus Heights Member to Serve as a Director to the Sacramento Area Council of Governments (SACOG) Board of Directors, and Appointing a Member to Serve as the Alternate.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None
DEPARTMENT REPORTS
None

CITY MANAGER ITEMS

City Manager Boyd stated effective January 13, the greater Sacramento area has been removed from the State’s available ICU bed stay-at-home order and were placed back into the colored COVID tier monitoring system. At the Council’s request, we are working with Supervisor Frost’s office to obtain additional data from the County Department of Health and State regarding city specific COVID infection data. He also reported that the Building Division issued 2,600 online building permits, which is a record setting number for the City.

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS
None

ADJOURNMENT

Mayor Miller adjourned the regular meeting at 8:54 p.m.

Respectfully submitted,

__________________________
Amy Van, City Clerk
DATE: January 28, 2021
TO: Mayor and City Council Members
    Christopher W. Boyd, City Manager
FROM: Leslie Blomquist, City Engineer
       Ardelyn Flores, Associate Civil Engineer
SUBJECT: Approval of Amendment No. 01 for the Wyatt Ranch Subdivision Improvement Agreement – Change of Ownership

Summary and Recommendation

Per the Subdivision Map Act, a subdivision map is required for real property subdivisions creating five or more parcels, while a parcel map is required for subdivisions creating four or fewer parcels.

On November 14, 2019, City Council approved the Final Subdivision Map and authorized the City Manager to execute a Subdivision Improvement Agreement (SIA) for the Wyatt Ranch Subdivision. The subdivision map created 23 single-family residential lots on the west side of Sunrise Boulevard at Lawrence Avenue.

The Final Subdivision Map was recorded prior to construction of any public improvements. To accomplish this, the City and Subdivider executed the SIA and the Subdivider provided bonds for the public improvements. Since the SIA was executed, the Subdivider has sold the property to Citrus Heights 23, LLC, a Utah limited liability company (Developer).

Amendment No. 01 will update the SIA to reflect the change of ownership for the Wyatt Ranch Subdivision, transferring the requirements and obligations to the new owner for construction of the required public improvements.

Staff recommends the City Council approve Resolution 2021-____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to execute Amendment No. 01 for the Subdivision Improvement Agreement for Wyatt Ranch Subdivision – Change of Ownership.

Fiscal Impact

There is no fiscal impact associated with this item.
Background and Analysis

On May 27, 2015, the Planning Commission approved the Tentative Map for the Wyatt Ranch Subdivision submitted by Mark H. Swinger and Dawn E. Swinger (Subdivider).

On November 14, 2019, City Council approved the Final Subdivision Map and authorized the City Manager to execute the SIA for the Wyatt Ranch Subdivision. The subdivision map created 23 single-family residential lots on the west side of Sunrise Boulevard at Lawrence Avenue.

On November 18, 2019, City and Subdivider executed the SIA for Wyatt Ranch Subdivision. The Subdivision Map and SIA were recorded with the County of Sacramento on December 31, 2019.

On November 20, 2020, Wyatt Ranch Subdivision changed ownership to Citrus Heights 23, LLC, a Utah limited liability company (Developer). As part of the sale, Subdivider and Developer entered into an Assignment and Assumption Agreement for the Wyatt Ranch Subdivision’s SIA. The SIA ensures that the construction of the required public improvements for the subdivision and includes required performance, payment and warranty bonds to cover costs for the improvements. As part of the Assignment and Assumption Agreement, Developer assumes responsibility and obligations outlined in the SIA.

On December 2, 2020, City staff received replacement bonds and a copy of the recorded Assignment and Assumption Agreement for the Wyatt Ranch Subdivision.

Attachments

1. Resolution No. 2021-___ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to execute Amendment No. 01 for the Subdivision Improvement Agreement for Wyatt Ranch Subdivision – Change of Ownership.
2. Amendment No. 01 to the Subdivision Improvement Agreement
3. Copy of Replacement Subdivision Improvement Agreement Bonds
RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 01 FOR THE SUBDIVISION IMPROVEMENT AGREEMENT FOR WYATT RANCH SUBDIVISION – CHANGE OF OWNERSHIP

WHEREAS, on May 27, 2015, the Planning Commission of Citrus Heights, California approved with conditions the tentative subdivision map titled “Tentative Subdivision Map - Wyatt Ranch Subdivision”. This is a 23 parcel subdivision located on the west side of Sunrise Boulevard on Lawrence Avenue;

WHEREAS, on November 14, 2019, City Council approved the Final Subdivision Map and authorized the City Manager to execute the Subdivision Improvement Agreement for Wyatt Ranch Subdivision;

WHEREAS, on November 18, 2019, the property owner(s) and the city executed the Subdivision Improvement Agreement for Wyatt Ranch Subdivision. The Subdivision Map and Subdivision Improvement Agreement were recorded with the County of Sacramento on December 31, 2019;

WHEREAS, on November 20, 2020, Wyatt Ranch Subdivision changed ownership from Mark H. Swinger and Dawn E. Swinger to Citrus Heights 23, LLC, a Utah limited liability company. As part of the sale, the buyer and seller entered into an assignment and assumption agreement for the Subdivision Improvement Agreement for Wyatt Ranch Subdivision; and

WHEREAS, on December 2, 2020, city staff received replacement bonds, a copy of the recorded assignment and assumption agreement for the Wyatt Ranch Subdivision and a request to amend the Subdivision Improvement Agreement to update ownership.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute Amendment No. 01 to the Subdivision Improvement Agreement for the Wyatt Ranch Subdivision to reflect the ownership change and replace the construction bonds.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of Citrus Heights, California, this 28th day of January 2021 by the following vote, to wit:

AYES: Council Members:
NOES: Council Members:
ABSTAIN: Council Members:
ABSENT: Council Members:

Steve Miller, Mayor
ATTEST:

Amy Van, City Clerk
AMENDMENT NO. 01 TO WYATT RANCH SUBDIVISION IMPROVEMENT AGREEMENT – OWNERSHIP CHANGE

This Amendment (the “Amendment”) is entered into by and between the City of Citrus Heights (“City”), a municipal corporation in the State of California, Mark H. Swinger and Dawn E. Swinger (“Subdivider”), and Citrus Heights 23, LLC, a Utah limited liability company (“Developer”), as of February ____, 2021.

RECITALS

WHEREAS, the City and Subdivider previously entered into that Subdivision Improvement Agreement for the Wyatt Ranch Subdivision that was approved by City Council on November 18, 2019 (the “Agreement”);

WHEREAS, On November 16, 2020 the Subdivider and Developer executed an assignment and assumption agreement for the Wyatt Ranch Subdivision Improvement Agreement.

WHEREAS, On November 20, 2020 the Subdivider sold the Wyatt Ranch Subdivision to the Developer.

City, Subdivider and Developer now wish to amend the Agreement to reflect the new owner and replace the Subdivider’s bonds and obligations for the required subdivision improvements with the bonds provided by the Developer; and

WHEREAS, City and Developer also agree the total bond amount required for the Agreement (Item 2, Performance of Work) to remain the same amount of Eight Hundred Eighty-One Thousand Eight Hundred Forty-Five Dollars ($881,845.00).

WHEREAS, Developer submitted the required bonds for the Subdivision Agreement based on the total construction amount of Eight Hundred Eighty-One Thousand Eight Hundred Forty-Five Dollars ($881,845.00) and agree to assume the obligations of the Agreement.

NOW, THEREFORE, The City, Subdivider and Developer agree as follows:

1. Developer assumes all obligations of Subdivider referenced in the Wyatt Ranch Subdivision Improvement Agreement recorded at the Sacramento County Recorder’s Office on December 31, 2019 (Document# 201912310926).

2. City releases to Subdivider the required subdivision improvement bonds provided by Subdivider as outlined in Agreement.

3. City accepts the required subdivision improvement bonds provided by Developer as outlined in Agreement.

4. Developer (Citrus Heights 23, LLC) will now be known as the “Subdivider” in the
Agreement.

5. Change dates in Section 8 of Agreement as follows:

8. Work; Time for Commencement and Performance. Work on the Required Improvements will commence by the Subdivider on January 11, 2021 and Work on the Required Improvements shall be completed on or before April 30, 2022. City will accept the Required Improvements only after the Subdivider provides written notice to City that the Required Improvements are complete and City determines in writing that the Required Improvements are complete and consistent with all applicable terms and conditions.
CITY OF CITRUS HEIGHTS
a MUNICIPAL corporation

By: ___________________________    Date: ____________
Christopher W. Boyd, City Manager

Attest

____________________________________
Amy Van, City Clerk

Approved as to Form

____________________________________
Ryan R. Jones, City Attorney

DEVELOPER:

Citrus Heights 23, LLC
a Utah limited liability corporation

By: ___________________________    Date: ____________

Print Name: __________________________

Print Title: __________________________

SUBDIVIDER:

Mark H. Swinger
Subdivider

By: ___________________________    Date: ____________

Dawn E. Swinger
Subdivider

By: ___________________________    Date: ____________
Request for City Council Approval
for
The Assignment and Assumption
and/or
Amendment (obligee name change)
of the
Subdivision Improvement Agreement
dated November 8, 2019
by and between
The City of Citrus Heights and Mark H. Swinger and Dawn E. Swinger

October 19, 2020

Christopher W. Boyd
City Manager
City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621

Re: Wyatt Ranch Subdivision
City of Citrus Heights

Mr. Christopher Boyd,

Pursuant to the instruction of your staff please accept the following as our formal request to have the current Bond substituted and the current SIA assigned and assumed through a formal hearing of your city council.

Do to the sale of the property known as “Wyatt Ranch Subdivision” from Mark H. Swinger and Dawn E. Swinger to Citrus Heights 23, LLC, a Utah corporation.

Mark H. Swinger and Dawn E. Swinger as seller and Citrus Heights 23, LLC a Utah corporation as buyer do agree to this transfer and formally request the acceptance of the buyers Bond (in the amount required within the SIA) and a fully executed Assignment and Assumption Agreement, all of which are attached hereto and by this reference made a part hereof.

Please, at your earliest time, place this as an item for approval on your city Council calendar.

Should you have any questions or need anything further, please do not hesitate to reach out.

The funds due to accomplish this request (time and materials by staff) are included herewith as follows. Funds due for the above requested transfer will be drawn from the buyers draw down account. Buyer understands that the funds included herewith ($1,200,000) is an initial deposit only. Further funds will be required to fund the draw down account. Buyer understands that an additional deposit (5% of the construction cost estimate for items inspected by the City) will be required prior to construction.

Thanks in advance

Mark H. Swinger

Dawn E. Swinger

Citrus Heights 23, LLC, a Utah corporation

By:
Request for City Council Approval
for
The Assignment and Assumption
and/or
Amendment (obligee name change)
of the
Subdivision Improvement Agreement
dated November 8, 2019
by and between
The City of Citrus Heights and Mark H. Swinger and Dawn E. Swinger

Christopher W. Boyd                                      October 19, 2020
City Manager
City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621

Re: Wyatt Ranch Subdivision
City of Citrus Heights

Mr. Christopher Boyd,

Pursuant to the instruction of your staff please accept the following as our formal request to have the current Bond substituted and the current SIA assigned and assumed through a formal hearing of your city council.

Do to the sale of the property know as “Wyatt Ranch Subdivision” from Mark H. Swinger and Dawn E. Swinger to Citrus Heights 23, LLC, a Utah corporation

Mark H. Swinger and Dawn E. Swinger as seller and Citrus Heights 23, LLC a Utah corporation as buyer do agree to this transfer and formally request the acceptance of the buyers Bond (in the amount required within the SIA) and a fully executed Assignment and Assumption Agreement, all of which are attached hereto and by this reference made a part hereof.

Please, at your earliest time, place this as an item for approval on your city Council calendar.

Should you have any questions or need anything further, please do not hesitate to reach out.

The funds due to accomplish this request (time and materials by staff) are included herewith as follows. Funds due for the above requested transfer will be drawn from the buyers draw down account. Buyer understands that the funds included herewith ($1,200.00) is an initial deposit only. Further funds will be required to fund the draw down account. Buyer understands that an additional deposit (5% of the construction cost estimate for items inspected by the City) will be required prior to construction.

Thanks in advance

Mark H. Swinger

Dawn E. Swinger

Citrus Heights 23, LLC, a Utah corporation

By: __________________________
FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Citrus Heights, State of California, and [Citrus Heights 23 LLC and Wyatt Ranch (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement identified as Project Wyatt Ranch Subdivision, is hereby referred to and made a part hereof; and

WHEREAS, pursuant to California Government Code Section 66499.3 and Citrus Heights Municipal Code Chapter 8, Article XII Chapter 22.80, 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 Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City of Citrus Heights hereinafter called (“City”), in the penal sum of Eight Hundred Eighty-One Thousand Eight Hundred Forty-Five Dollars ($881,845.00) 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 bounded Principal, 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 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 City, its officers, officials, agents, employees, and volunteers, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a 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 City 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.
IN WITNESS WHEREOF, this faithful performance bond has been duly executed by
the Principal and Surety above named, on November 5, 2020.

Philadelphia Indemnity Insurance Company
Name of Surety

251 South Lake Ave., Ste. 360
Pasadena, CA 91101
Mailing Address of Surety

(626) 639-1321
Telephone No. of Surety

By: Attorney in Fact, John T. Page

[Citrus Heights 23 LLC]
Principal

By: 
Title: Property Owner

and

By: 
Title: Property Owner

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury
Department's most current list (Circular 570 as amended) and be authorized to transact business
in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a
notary public, and this bond must be accompanied by evidence that the appointment as attorney
in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California
Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who
executes this bond on behalf of the Surety company must attach a copy of his/her Power of
Attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date
of the execution of the surety bond that it covers.
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 Sacramento

On 11/5/20 before me, Katherine DuPont, Notary Public

(insert name and title of the officer)

personally appeared John T. Page

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)
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 Utah
County of Salt Lake

On November 19, 2020 before me, Carie Lynn Young, Notary Public,
(here insert name and title of the officer)

personally appeared Kent Hoggan
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

CARIE LYNN YOUNG
Notary Public, State of Utah
Commission # 692532
My Commission Expires On
December 02, 2020
PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John T. Page, Ryan Tash, & Susan Pournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of CA, its true and lawful Attorney-in-Fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company; (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.

(Seal)

Robert D. O’Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

(Notary Seal)

Notary Public: Morgan Knopp
residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O’Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November 2020.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY
PAYMENT BOND

WHEREAS, the City Council of the City of Citrus Heights, State of California, and [Citrus Heights 23 LLC] and Wyatt Ranch (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement identified as Project __Wyatt Ranch Subdivision__, is hereby referred to and made a part hereof; and

WHEREAS, pursuant to California Government Code Section 66499 and Citrus Heights Municipal Code Article XII Chapter 22.80, Principal is required, before entering upon the performance of the Project, to file a payment bond with and have such bond approved by the officer or public entity by whom the Project is awarded; and

WHEREAS, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Project, and must satisfy the other requirements specified in that section; and

WHEREAS, the Principal is required in accordance with the Project to furnish a payment bond in connection with the Project to secure payment of claims of laborers, mechanics and materialmen employed on work under the Project in accordance with applicable law;

37. NOW, THEREFORE, said Principal and the undersigned as corporate Surety, are held firmly bound unto the City of Citrus Heights and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in California Civil Code Section 9100 in the sum of Eight Hundred Eighty-One Thousand Eight Hundred Forty-Five Dollars ($881,845.00), 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 the 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 fees, incurred by City in successfully enforcing the 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 Section 9100 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 the 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 payment bond has been duly executed by the Principal and Surety above named, on November 5, 2020.

Philadelphia Indemnity Insurance Company
Name of Surety

251 South Lake Ave., Ste. 360
Pasadena, CA 91101
Mailing Address of Surety

(626) 639-1321
Telephone No. of Surety

By: Attorney in Fact, John T. Page

[Citrus Heights 23 LLC]
Principal

By: ___________________________
Title: Property Owner

and

By: ___________________________
Title: Property Owner

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an “admitted surety insurer.”

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.
AKNOWLEDGMENT

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 Sacramento

On 11/5/20 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

personally appeared John T. Page
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)
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 **Utah**
County of **Salt Lake**

On **November 19, 2020** before me, **Carie Lynn Young**, Notary Public,
(here insert name and title of the officer)

personally appeared **Kent Hoggan**, 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]

**CARIE LYNN YOUNG**
Notary Public, State of Utah
Commission # 692532
My Commission Expires On December 03, 2020
PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John T. Parr, Ryan Tash, & Susan Fournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of CA, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O’Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

(Notary Seal)

Morgan Knopp
Notary Public: Bala Cynwyd, PA
residing at: September 25, 2021
My commission expires:

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O’Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November, 2020

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY
SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

WHEREAS, the City Council of the City of Citrus Heights, State of California, and [Citrus Heights 23 LLC] and Wyatt Ranch ("Principal") have entered into an agreement by which Principal agrees to install and complete certain designated public improvements ("Improvements") and to guarantee and warrant the Improvements for a period of one year following the Improvements acceptance by the City Council of Citrus Heights, which said agreement identified as Wyatt Ranch Subdivision is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of said agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of said agreement.

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company, admitted and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Citrus Heights as obligee ("City"), in the penal sum of Eighty Eight Thousand One Hundred Eighty Five Dollars ($88,185.00) dollars 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 Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, Principal’s 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 hold harmless City and its officers, officials, agents, employees, and volunteer as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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 City 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 of 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. The Surety waives all rights of subrogation against City or any person employed by City.
IN WITNESS WHEREOF, this subdivision maintenance bond guarantee and warranty security has been duly executed by the Principal and Surety above named, on November 5, 2020.

Philadelphia Indemnity Insurance Company
Name of Surety

[Citrus Heights 23 LLC]
Principal

By: __________________________
Title: Property Owner

and

By: __________________________
Title: Property Owner

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an “admitted surety insurer.”

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.
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 Utah
County of Salt Lake

On November 19, 2020 before me, Carie Lynn Young, Notary Public,
(here insert name and title of the officer)

personally appeared Kent Hoggan, 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

CARIE LYNN YOUNG
Notary Public, State of Utah
Commission #692532
My Commission Expires On
December 03, 2020
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 Sacramento

On 11/5/20 before me, Katherine DuPont, Notary Public (insert name and title of the officer)

personally appeared John T. Page, 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: [Signature] (Seal)
PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John T. Parke, Ryan Tash, & Susan Fournier of Service Solutions Insurance Services, Inc. City of Rancho Cordova, State of CA its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public:
Morgan Knaupp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November 20 20.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY
BOND FOR SECURITY OF INSTALLATION OF MONUMENTS

WHEREAS, the City Council of the City of Citrus Heights, State of California, and [Citrus Heights 23 LLC] and Wyatt Ranch (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement identified as Project Wyatt Ranch Subdivision, 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 installation of monuments pursuant to said agreement.

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City of Citrus Heights hereinafter called (“City”), in the sum of one thousand five hundred dollars ($1,500.00), 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 bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the installation of monuments pursuant to the said agreement and any alteration thereof made as therein provided, on 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 City, 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.

As a 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 City 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.
IN WITNESS WHEREOF, this monument bond has been duly executed by the Principal and Surety above named, on November 5, 2020.

Philadelphia Indemnity Insurance Company
Name of Surety

[Signature]
Principal

By:
Title: Property Owner

and

By:
Title: Property Owner

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an “admitted surety insurer.”

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.
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 Sacramento

On 11/5/20 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

personally appeared John T. Page, 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 [Signature] (Seal)
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 Utah
County of Salt Lake

On November 19, 2020 before me, Carie Lynn Young, Notary Public,
(here insert name and title of the officer)

personally appeared Kent Hoggan,

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

[Signature]

CARIE LYNN YOUNG
Notary Public, State of Utah
Commission #892532
My Commission Expires On December 03, 2020
PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John T. Page, Ryan Tash, Roger Ball, Stephanie Raquel Nakken & Susan Fournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of CA, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public: __________________________
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of November, 2020.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY
Assignment and Assumption Agreement for Subdivision Improvement Agreement
RECORDING REQUESTED BY:
Fidelity National Title Company

Escrow Order No.: FSSE-1102005432

When Recorded Mail To:
Kent Hoggan
Citrus Heights 23 LLC
5911 Fashion Blvd., Ste. 200
Salt Lake City, UT 84107

APN/Parcel ID(s): 211-0920-001-0000 thru
211-0920-023-0000

Exempt from fee per GC 27388.1 (a) (2); recorded in connection with a transfer subject
to the imposition of documentary transfer tax.

Assignment and Assumption Agreement for
Subdivision Improvement Agreement
ASSIGNMENT AND ASSUMPTION AGREEMENT FOR
SUBDIVISION IMPROVEMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO
SUBDIVISION IMPROVEMENT AGREEMENT ("Assignment & Assumption") is made and entered
into as of the 8th day of October, 2020, by and among Mark H. Swinger and Dawn E. Swinger
("Assignor") and Citrus Heights 23, LLC, a Utah limited liability company ("Assignee").

RECITALS

A. City of Citrus Heights and Assignor entered into that certain Subdivision Improvement
Agreement, dated November 8, 2019 ("SIA"), pursuant to which Assignor, as the "Subdivider" defined
the SIA, agreed to plan for, install, and construct certain public and/or private improvements on the
"Wyatt Ranch Subdivision", ("Wyatt Ranch") as more fully described in Exhibit "A" attached hereto.

B. Assignor desired to sell its interest in the Wyatt Ranch subdivision to Citrus Heights 23,
LLC, a Utah limited liability corporation. Assignor desired to assign the SIA, and all of the Assignor's
rights and obligations thereunder, to Assignee, and Assignee desires to assume Assignor's position with
respect to the SIA and of Assignor's rights and obligations under the SIA subject to the terms of this
Assignment & Amendment.

C. In connection with the foregoing described assignment and assumption, the Assignor and
Assignee have agreed to certain modifications to the SIA as set forth herein to be effective upon full
execution of this Assignment & Amendment by all the parties hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and
promises hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, the parties hereto agree as follows;

1. Assignment and Assumption. Assignor hereby transfer and assigns to assignee all of the
assignors rights, title and interest in and to, and obligations under, the SIA, and Assignee hereby
assumes all rights, title, and interest in and to, and obligations under, the SIA, City hereby
acknowledges the foregoing assignment and assumption.

2. Replacement of Improvement Security. Pursuant to the SIA, Assignor has furnished the City
security for the improvements in the form of:

(a) A Faithful Performance Bond in the amount of $881,845.00 for the improvements outlined
in the SIA.

(b) A Payment Bond in the amount $881,845.00 for the improvements outlined in the SIA.

(c) A Monument Bond in the amount of $1,500.00 for the installation of monuments outlined in
the SIA.

(d) A Maintenance Bond, Guarantee and Warranty Bond in the amount of $881,845.00 for
improvements outlined in the SIA.

* and recorded on 12/31/19 as Book 20191231 Page 926
For purposes of this Assignment & Assumption, such security in the aggregate shall be hereinafter referred to as "Improvement Security". Assignee hereby warrants that it shall replace Assignors Improvement Security with security of its own in the amount equal to the Improvement Security. Assignee's security shall be in full compliance with the terms and conditions stated in the SIA for such security. Assignee acknowledges that the parties agree that upon receipt of evidence that Assignee has obtained its own Improvement Security, the city shall be allowed to release the original subdivider Improvement Security.

3. Incorporation of SIA Provisions. The SIA, and each provision therein, unless otherwise modified in writing, is incorporated in this Assignment & Assumption in its entirety and Assignee agrees and warrants that it assumes and is bound by each obligation found in the SIA in the same manner as Assignor prior to this assignment.

4. A copy of the original SIA is attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Assignment & Assumption on November 16, 2020

Assignor

Mark H. Swinger

Dawn E. Swinger

Assignee

Citrus Heights 23 LLC, a Utah limited liability company

DOCUMENT SIGNED IN COUNTERPART

By: ____________________
For purposes of this Assignment & Assumption, such security in the aggregate shall be hereinafter referred to as "Improvement Security". Assignee hereby warrants that it shall replace Assignor Improvement Security with security of its own in the amount equal to the Improvement Security. Assignee's security shall be in full compliance with the terms and conditions stated in the SIA for such security. Assignee acknowledges that the parties agree that upon receipt of evidence that Assignee has obtained its own Improvement Security, the city shall be allowed to release the original subdivider Improvement Security.

3. Incorporation of SIA Provisions. The SIA, and each provision therein, unless otherwise modified in writing, is incorporated in this Assignment & Assumption in its entirety and Assignee agrees and warrants that it assumes and is bound by each obligation found in the SIA in the same manner as Assignor prior to this assignment.

4. A copy of the original SIA is attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Assignment & Assumption on ___________2020_________.

Assignor

DOCUMENT SIGNED IN COUNTERPART

Mark H. Swinger

Dawn E. Swinger

Assignee

Citrus Heights 23 LLC, a Utah limited liability company

By: ________ Kent Hoggan
Manager
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 Sacramento

On 11/16/2020 before me, Minh Le, Notary Public, (here insert name and title of the officer)

personally appeared Mark H Swinger and Dawn E Swinger 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

Notary Acknowledgment (Effective 1/1/2015)
SCA0002735.doc / Updated: 10.29.14

Printed: 11.15.20 @ 11:26 AM by SR
CA-FT-FSSE-01510.083110-FSSE-1102005432
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 **Utah**

County of **Salt Lake**

On **November 16, 2020** before me, **Carie Lynn Young**, Notary Public,

(here insert name and title of the officer)

personally appeared **Kent Hoggan**

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

[Signature]

**CARIE LYNN YOUNG**

Notary Public, State of Utah

Commission # 692532

My Commission Expires On

December 03, 2020
EXHIBIT A

Order No.: FSSE-1102005432

For APN/Parcel ID(s): 211-0920-001-0000 thru 211-0920-023-0000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 1 through 23, inclusive, as shown on the Final Map of Subdivision 03-0036 "Wyatt Ranch", filed December 31, 2019 in Book 418 of Maps at Page 7, Sacramento County Records.
SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS, A MUNICIPAL CORPORATION AND
MARK H. SWINGER and DAWN E. SWINGER

This Subdivision Improvement Agreement ("Agreement") is made and entered into this 18th day of November, 2019, by and between the City of Citrus Heights, a municipal corporation, hereinafter referred to as "City," and Mark H. Swinger and Dawn E. Swinger, property owners, hereinafter referred to as "Subdivider."

RECITALS

A. Subdivider has presented to City a final map of a proposed subdivision of land located within the corporate limits of City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of City, and the Subdivision’s tentative map approved by the City Council.

B. City approved the proposed subdivision of land as the “Wyatt Ranch Subdivision,” on May 27, 2015, and is hereinafter referred to as the “Subdivision” or the “Project.”

C. Subdivider has requested approval of the final map prior to the construction and completion of the public improvements, including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, storm drainage facilities, sound walls, public landscaping, public utility facilities, design standards which are part of the provisions for lot grading and drainage in or appurtenant to the Subdivision, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of City, the tentative map (and approvals given in connection therewith), and final grading plan, if any, approved by City. The foregoing improvements are hereinafter referred to as “Required Improvements.”

NOW, THEREFORE, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.

2. Performance of Work. Subdivider agrees to furnish, construct and install at Subdivider’s own expense the Required Improvements as shown on the plans and specifications
of the Subdivision, a copy of which is on file in the office of the City Manager, and is incorporated herein by reference, along with any changes or modifications as may be required by City Manager or the City Manager’s designee (hereinafter “City Manager”) due to errors, omissions, or changes in conditions. The plans and specifications of the Required Improvements may be modified by the Subdivider as the development progresses, subject to the prior written approval of City Manager. The total estimated cost of the Required Improvements as determined by the City Manager is Eight Hundred Eighty-One Thousand Eight Hundred Forty-Five Dollars ($881,845.00).

3. Work; Satisfaction of City Manager. All of the work on the Required Improvements is to be done in accordance with the approved plans and specifications and City’s Improvement Standards and Specifications, to the satisfaction of the City Manager.

4. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement. Any repair or replacement shall be to the satisfaction of the City Manager.

5. Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Required Improvements by City and to the locations wherein any work for the Required Improvements is in preparation. Subdivider shall request a final inspection by the City Manager or the City Manager’s representative upon completion of the Required Improvements. If the City Manager or designated representative determine that the work has been completed in accordance with this Agreement, the City Manager shall certify the completion of the Required Improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Subdivider shall bear all costs of plan check, inspection(s) and certification.

6. Safety Devices. Subdivider shall provide and maintain such guards, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the Property as may be necessary to prevent accidents to the public and damage to the Property and adjacent property. Subdivider shall furnish, place, and maintain such lights as may be necessary for illuminating the said fences, barriers, signs, and other safety devices. At the end of all work to be performed under this Agreement, all fences, barriers, regulatory signs, warning lights, and other safety devices (except such safety items as may be shown on the plans and included in the items of work) shall be removed from the site of the work by Subdivider, and the entire site left clean and orderly.

7. Superintendence by Subdivider. Subdivider shall require each contractor and subcontractor to have a competent project manager on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Subdivider shall maintain an office with a telephone and Subdivider or a person authorized to make decisions and to act for Subdivider in Subdivider’s absence shall
be available on the job site within three (3) hours of being called at such office by City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

8. Work; Time for Commencement and Performance. Work on the Required Improvements will commence by the Subdivider on November 25, 2019 and Work on the Required Improvements shall be completed on or before December 31, 2020. City will accept the Required Improvements only after the Subdivider provides written notice to City that the Required Improvements are complete and City determines in writing that the Required Improvements are complete and consistent with all applicable terms and conditions.

9. Time of Essence; Extension.

a. Time is of the essence of this Agreement. The dates for commencement and completion of the Required Improvements ("Dates") may not be extended, except as provided in this paragraph. The City Manager may extend the Dates for a maximum of one hundred and eighty (180) days, for delays in work caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, or for any other reason that is beyond the control of the Subdivider. The City Council shall authorize the extension of the Dates for any other cause, or an extension beyond one hundred and eighty (180) days. Extensions shall be granted only upon a showing of good cause by the Subdivider. The City Council or City Manager, as designated above, shall be the sole and final judge as to whether Subdivider shall be granted an extension.

b. Requests for extension of Dates shall be in writing and delivered to City in the manner hereinafter specified for service of notices. If City grants an extension of time, such extension shall be in writing to Subdivider in the manner hereinafter specified for service of notices. City shall not be bound by an oral extension of Dates.

c. If City extends the Dates, such extension may be granted without written notice by City to the Subdivider’s surety, and shall in no way release any guarantee or security given by the Subdivider pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of Dates, City may require a new or amended improvement security in amounts to reflect increases in the costs of constructing the Required Improvements, and/or impose other conditions to protect City’s interests and ensure the timely completion of the Required Improvements.

10. Utility Undergrounding and Relocation Costs. Subdivider shall assume all costs for utility and cable television undergrounding and/or relocation which are not the responsibility of the cable television, gas, electric, telephone, or other utility company under the terms of the franchises with City or otherwise imposed upon the utility companies by law.

11. Improvement Security. Concurrently with the execution of this Agreement, Subdivider shall furnish to City security to ensure the faithful performance of all duties and obligations of Subdivider herein contained. Such improvement security shall be in a form
acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. City shall be the sole indemnitee named on any instrument required by this section.

a. **Faithful Performance Security.** Subdivider shall maintain faithful performance security as set forth in the Citrus Heights Municipal Code Chapter 8, Article XII, Chapter 22.80 to secure faithful performance of this Agreement ("Faithful Security"). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Manager.

b. **Payment Security.** Subdivider shall maintain payment security as set forth in the Citrus Heights Municipal Code Article XII Chapter 22.80 to secure payment to its contractor, subcontractors and to persons renting equipment or furnishing labor or materials to them for the work ("Payment Security"). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Manager.

c. **Guarantee and Warranty Security.** Subdivider shall maintain a guarantee and warranty security in the amount of ten percent (10%) of the total estimated cost of the Required Improvements, as determined by the City Manager, to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance, against any defective work or labor done, or defective materials furnished ("Guarantee Security").

d. **Monument Security.** Subdivider shall maintain a monument security in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments in the Subdivision, as determined by the City Manager, which total cost is in the amount of One Thousand Five Hundred Dollars ($1,500.00), to guarantee and secure the placement of such monuments ("Monument Security").

e. **Bond security requirements.** Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. These bonds shall be furnished on the forms enclosed following this Agreement or as approved by the City Attorney in writing. The bonds must also receive City approval. The bonds shall be obtained from a responsible corporate surety (or sureties) acceptable to City; the surety must be licensed by the State of California to act as surety upon bonds and undertakings and maintains in this State at least one office of business. The premiums for the bonds shall be paid by Subdivider.

f. **All securities requirements.**

i. **No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.**
ii. The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Manager and as provided in section 11. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by City for Subdivider’s completion of the Required Improvements, whether or not the surety is given written notice of such an extension by City.

iii. The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the Power of Attorney as of the date of the execution of the surety bond that it covers.


a. Guarantee Security. Guarantee Security shall be released one year after the City Council’s acceptance of the Required Improvements. The amount released shall first be reduced by the amount deemed necessary by City to correct any defects in the Required Improvements that are known or believed to exist at the end of the Guarantee Security period.

b. Payment Security. Payment Security shall be released thirty-five (35) days after the date when claims of lien are required to be recorded pursuant to Civil Code sections 9000 et seq., but in no event shall the Payment Security be released prior to one hundred twenty (120) days after City Council’s acceptance of the Required Improvements. The amount released shall first be reduced by the total of all claims filed and written notice thereof given to City. City may require the surety not to release the amount of Payment Security to assure payment of City’s reasonable expenses and fees, including attorneys’ fees.


d. Monument Security. Monument Security shall be released upon City Manager’s acceptance of the required monument installation.

12. Inspection and Other Fees. Subdivider shall pay City all fees imposed in connection with the construction and inspection of the Required Improvements. These fees must be paid in full prior to City’s acceptance of the Required Improvements. The fees referred to above are not the only City fees, charges or other costs that have been, or will be, imposed on the Subdivision and its development, and this Agreement shall in no way exonerate or relieve the Subdivider from paying such other applicable fees, charges, and/or costs.

13. Defense, Indemnification and Hold Harmless. Subdivider shall defend, indemnify, and hold harmless City, its officers, officials, employees, agents, and volunteers from any and all claims, losses, damages, including property damage, personal injury, including death, costs, including attorneys’ fees, and liability of any kind or nature directly or indirectly arising out of or in any way connected with performance under this Agreement and/or the construction of the Required Improvements by the Subdivider, contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the Subdivider, contractor or any subcontractor, except those matters arising from the sole or willful negligence of City.
This defense, indemnification and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorneys’ fees, and liability for injuries occurring after completion of the construction of the Required Improvements as well as during construction, and shall apply regardless of whether or not City has prepared, supplied or approved the plans and/or specifications for the Required Improvements or has inspected or accepted the Required Improvements. Acceptance of insurance required under this Agreement shall not relieve Subdivider from liability under this defense, indemnification and hold harmless provision.

The parties intend that this provision shall be broadly construed to effectuate its purpose.


a. Warranties. Prior to City’s acceptance of dedications or improvements, Subdivider shall certify and warrant that:

i. The Subdevelopment and Subdivider are not in violation of any environmental law, and neither are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with any environmental law;

ii. Subdivider nor any third party, will not use, generate, manufacture, produce, or release, on, or under the Subdevelopment, any hazardous substance, except in compliance with all applicable environmental laws; and

iii. Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of, hazardous substance(s) on the Subdevelopment or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the Subdevelopment.

b. Notice. Subdivider shall give prompt written notice to City at the address set forth herein of:

i. Any proceeding or investigation by federal, state or local governmental authority with respect to the presence of any hazardous substance on the Subdevelopment or the migration thereof from or to any other property adjacent to, or in the vicinity of, the Subdevelopment;

ii. Any claims made or threatened by any third party against City or the Subdevelopment, relating to loss or injury resulting from any hazardous substance; and

iii. Subdivider’s discovery of an occurrence or condition on property adjoining or in the vicinity of the Subdevelopment that could cause the Subdevelopment to be subject to restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or lawsuit under any environmental law.

c. As used in this Agreement, the term “hazardous substance” includes any hazardous or toxic substance or material or waste, including but not limited to all types of gasoline, oil, and other petroleum hydrocarbons, asbestos, radon, polychlorinated biphenols
(PCBs), or any other chemical, material, controlled substance, object, condition, waste, living organism or any combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful properties of effects.

15. Subdivider’s Pollution Liability Insurance

a. Subdivider, at its sole cost and expense shall maintain for the duration of this Agreement, pollution liability insurance of at least $3,000,000 per pollution incident and $3,000,000 Aggregate;

b. Coverage must apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.

c. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of $50,000.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the date of commencement of construction of the Required Improvements.

e. The insurance must be maintained for five (5) years after the Required Improvements are accepted by the City Council. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by renewal of the existing policy; an extended reporting period endorsement; or replacement insurance with a retroactive date no later than the commencement of the work.

f. No cancellation or material change may be made to the insurance without written approval of City, and City must be given thirty (30) days' prior written notice of any proposed material change or cancellation.

g. If Subdivider fails to obtain or maintain pollution liability insurance as required by this section, City at its sole option, may obtain pollution liability insurance. Subdivider shall be responsible for City’s costs of obtaining such insurance.

16. Subdivider’s Insurance

a. **Insurance.** Subdivider shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this section. Such insurance must have the written approval of City as to limit, form, and amount, and shall be placed with insurers with an A.M. Best rating of no less than A: VII.

b. **Evidence of Insurance.** Prior to the commencement of any work, the Subdivider shall furnish to City, and City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Agreement. Subdivider shall not allow any contractor or subcontractor to commence work until similar insurance is obtained by such contractor(s) or subcontractor(s) and approved by City. Certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificate of
insurance and endorsements shall be on standard Acord, Department of Insurance, or Insurance Services Office approved forms, or on forms approved by City. As an alternative to providing City with approved forms of certificates of insurance and endorsements, the Subdivider may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this section.

c. **No Suspension of Insurance.** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or terminated without providing City with thirty (30) days prior written notice.

d. **Deductibles.** Any deductibles, or self-insured retentions, exceeding five thousand dollars ($5,000) must be declared to, and approved by, City. Upon request by City, Subdivider shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

e. **Coverages Shall Not Limit Obligations.** The requirement as to types, limits, and City’s written approval of insurance coverage to be maintained by Subdivider are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Subdivider under the Agreement.

f. **Material Element.** The maintenance of insurance as required by this section is a material element of the Agreement. The failure of Subdivider, its contractor(s) or subcontractor(s) to maintain or renew insurance coverage, or to provide evidence of renewal shall be a material breach of this Agreement.

(1) **Workers’ Compensation Insurance.** Subdivider shall maintain, during the term of this Agreement, Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Subdivider in the amount required by applicable law. Employer’s Liability limits shall not be less than one million dollars ($1,000,000) per occurrence. The Subdivider shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees, agents, and volunteers for losses arising from work falling within the terms of this Agreement. Subdivider shall indemnify and hold harmless City, its officers, officials, employees, agents, and volunteer from any damages resulting from failure of Subdivider, or its contractor(s) or subcontractor(s), to obtain and maintain such insurance.

(2) **Commercial General and Automobile Liability Insurance.** Subdivider shall maintain during the term of this Agreement commercial general and automobile liability insurance. The City, its officers, officials, employees, agents, and volunteers shall be named as additional insured on all policies. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of Subdivider, its contractor(s) or subcontractor(s), whether such operations are by Subdivider or any contractor or subcontractor or by anyone directly or indirectly employed by either Subdivider or any contractor or subcontractor. The amount of insurance coverage shall not be less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate, combined single
limit coverage for risks associated with the work contemplated by this Agreement. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis.

(3) **Endorsements.** Subdivider’s commercial general and automobile liability insurance shall include, or be endorsed to include, the following:

(a) Provision or endorsement naming City, its officers, officials, employees, agents, and volunteers as Additional Insureds for liability arising out of the performance of any work under this Agreement. Forms CG 20 10 and 20 37 or equivalent.

(b) Provision or endorsement stating that insurance is Primary insurance with respect to City, its officers, officials, employees, agents, and volunteers, to the extent City is an additional insured. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, and volunteers shall be excess of the Subdivider’s insurance and shall be non-contributing.

(c) Provision or endorsement stating that the Subdivider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability (cross-liability).

(d) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to City, its officers, officials, employees, agents, and volunteers.

17. **Prevailing Wage.** In the event it is determined that the Subdivider is required to pay prevailing wages for the work performed under this Agreement, the Subdivider shall pay all penalties and wages as required by applicable law, including penalties assessed to City.

18. **Title to Required Improvements.** City shall not accept any real property to be dedicated or the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final map, and City Improvement Standards and Specifications, to the satisfaction of the City Manager. Until such time as the Required Improvements are accepted by City, Subdivider shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the Required Improvements constructed under this Agreement by Subdivider shall vest absolutely in City upon completion and acceptance in writing of such Required Improvements by City. City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien(s). Prior to acceptance, Subdivider shall supply City with appropriate lien releases, at no cost to and in a form acceptable to City.

19. **Repair or Reconstruction of Defective Work.** If, within a period of one year after final acceptance by the City Council of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or
constructed by Subdivider, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Subdivider fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City.

20. **Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider’s agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of this Agreement.

21. **Notice of Breach and Default.** The following shall constitute a default under this Agreement: If Subdivider refuses or fails to perform the work on the Required Improvements, or any part thereof, with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete the Required Improvements within such time; if Subdivider should be adjudged bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider’s creditors, or if a receiver should be appointed in the event of Subdivider’s insolvency; or if Subdivider or any of Subdivider’s contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement. In the event of Subdivider’s default, Subdivider shall be deemed to be in breach of this Agreement and City may serve written notice upon Subdivider and Subdivider’s surety, if any, of the breach of this Agreement. Subdivider shall have fifteen (15) days from receipt of written notice by City to cure any default.

a. City reserves all remedies available at law or in equity, for breach of Subdivider’s obligations under this Agreement. City shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate City damages in event of default by Subdivider. The right of City to draw upon or utilize the security is additional to, and not in lieu of, any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Required Improvements and therefore, City’s damages for Subdivider’s default shall be measured by the cost of completing the Required Improvements. The sums provided by the Improvement Security may be used by City for the completion of the Required Improvements in accordance with the improvement plans and specifications contained herein. The Improvement Security includes the Payment Security, Faithful Performance Security, guarantee and Warranty Security, Monument Security and any other improvement security required by Section 10 of this Agreement.

b. In the event of Subdivider’s default under this Agreement, Subdivider authorizes City to perform Subdivider’s obligations under this Agreement, after twenty (20) days from City’s written notice of default to Subdivider and Subdivider’s Surety. Subdivider agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider’s Surety shall be liable to City
for any excess cost or damages; and, in such event, City, without liability for so doing, may take
possession of, and utilize in completing the work, such materials, appliances, plant and other
property belonging to Subdivider as may be on the site of the work and necessary for
performance of the work.

c. Failure of Subdivider to comply with the terms of this Agreement shall
constitute Subdivider’s consent to the filing by City of a “notice of violation” against all the lots
in the Subdivision, or to rescind the written approval of the Subdivision or otherwise revert the
Subdivision to acreage. The remedy provided by this section is in addition to, and not in lieu of,
other remedies available to City. Subdivider agrees that the choice of remedy or remedies for
Subdivider’s breach shall be at the discretion of City.

d. If Subdivider fails to perform any obligation hereunder, Subdivider agrees
to pay all costs and expenses incurred by City in securing performance of such obligations,
including costs of suit and reasonable attorneys’ fees.

e. The failure of City to take an enforcement action with respect to a default,
or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent
default or breach of Subdivider.

Subdivider recognizes that by approval of the final map for Subdivision, City has
conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots
within the Subdivision, and has taken the final act necessary to subdivide the property within the
Subdivision. As a result, City will be damaged to the extent of the cost of installation of the
improvements by Subdivider’s failure to perform its obligations under this Agreement,
including, but not limited to, Subdivider’s obligation to complete construction of the Required
Improvements by the time established in this Agreement. City shall be entitled to all remedies
available to it pursuant to this Agreement and by law, in the event of a default by Subdivider. It
is specifically recognized that the determination of whether a reversion to acreage or rescission
of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within
the sole discretion of City.

22. Building Permit Sign-Off or Issuance of Certificate of Occupancy. Until City accepts
the Required Improvements, City will not finalize or sign off as complete any building permit or
issue any certificate of occupancy for the Subdivision.

23. Notices. All notices required under this Agreement shall be in writing and delivered
in person or sent by registered or certified mail, postage prepaid.

Notices to City shall be addressed as follows:

CITY OF CITRUS HEIGHTS
Attn: Christopher W. Boyd, City Manager
6360 Fountain Square Drive
Citrus Heights, CA 95621
Notices to Subdivider shall be addressed as follows:

Mark and Dawn Swinger
P.O. Box 2122
Orangevale CA 95662

Any party may change such address by notice in writing to the other party, and thereafter written notices shall be addressed and transmitted to the new address.

24. Waiver. The waiver by either party of a breach by the other party, of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

25. Attorney Fees. In the event legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees, in addition to any other relief to which it may be entitled.

26. Personal Nature of Subdivider’s Obligations/Assignment. All of Subdivider’s obligations under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Subdivider shall not assign any of its obligations under this Agreement without the prior written consent of City.

27. Acquisition and Dedication of Easements or Right-of-Way. If any of the Required Improvements are to be constructed or installed on land not within the Subdivision or an already existing public right-of-way, no construction or installation shall be commenced before:

   a. The irrevocable offer of dedication or conveyance to City of appropriate right-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Required Improvements; or

   b. The issuance of an order of possession by a court of competent jurisdiction pursuant to California eminent domain law. Subdivider shall comply in all respects with any such order of possession.

Nothing in this section shall be construed as authorizing or granting an extension of time to Subdivider for completion of the Required Improvements.

28. Compliance with Laws. Subdivider, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the Required Improvement including, but not limited to, obtaining all applicable permits and licenses.

29. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Subdivider’s rights with respect to any change in any zoning or building law or ordinance.
30. **Approvals by City.** Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

31. **Construction and Interpretation.** It is agreed and acknowledged by Subdivider that the provisions of this Agreement have been arrived at through negotiation, and that Subdivider has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

32. **Successors and Assigns -- Covenant Running With the Land.** This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. A memorandum of this Agreement in the form attached hereto shall be recorded in the Office of the Recorder of Sacramento County concurrently with the final map or parcel map of the Subdivision. This Agreement shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

33. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

34. **Actions.** Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Sacramento, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

35. **Integration.** This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

36. **Modification.** This Agreement may be amended only by a written instrument signed by the parties. Subdivider shall bear all costs of amendments to this Agreement that are requested by the Subdivider.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF CITRUS HEIGHTS, a municipal corporation

By: __________________________
    Christopher Boyd, City Manager

SUBDIVIDER

Mark H. Swinger

By: __________________________

Dawn E. Swinger

ATTEST:

Amy Van, City Clerk

APPROVED AS TO FORM:

Ryan R. Jones, City Attorney
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 Sacramento

On 11/18/19 before me, Jennifer M. Tillery, Notary Public
(insert name and title of the officer)

personally appeared Christopher W. Boyd, 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)

JENNIFER M. TILLERY
Notary Public - California
Sacramento County
Commission # 2229606
My Comm. Expires Jan 27, 2022
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 SACRAMENTO

On 10/29/19 before me, Jennifer M. Tillery, Notary Public, personally appeared Dawn Swinger and Mark Swinger, 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]

NOTARY PUBLIC

[Seal]
FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Citrus Heights, State of California, and Mark H. and Dawn E. Swinger and Wyatt Ranch (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement identified as Project Wyatt Ranch Subdivision, is hereby referred to and made a part hereof; and

WHEREAS, pursuant to California Government Code Section 66499.3 and Citrus Heights Municipal Code Chapter 8, Article XII Chapter 22.80, 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 Developers Surety and Indemnity Company, as Surety, are held and firmly bound unto the City of Citrus Heights hereinafter called (“City”), in the penal sum of Eight Hundred Eighty-One Thousand Eight Hundred Forty-Five Dollars ($881,845.00) 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 bounded Principal, 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 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 City, its officers, officials, agents, employees, and volunteers, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a 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 City 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.
IN WITNESS WHEREOF, this faithful performance bond has been duly executed by
the Principal and Surety above named, on October 28, 2019.

The Ohio Casualty Insurance Company  Mark H. Swinger and Dawn E. Swinger
Name of Surety  Principal

By:  Title: Property Owner

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597
Mailing Address of Surety

925-433-4493
Telephone No. of Surety

By:  Title: Property Owner

Michelle L. Robinson, Attorney in Fact

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury
Department’s most current list (Circular 570 as amended) and be authorized to transact business
in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a
notary public, and this bond must be accompanied by evidence that the appointment as attorney
in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California
Insurance Commissioner as an “admitted surety insurer.”

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who
executes this bond on behalf of the Surety company must attach a copy of his/her Power of
Attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date
of the execution of the surety bond that it covers.
CALIFORNIA ALL-PURPOSE 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 Sacramento

On 10/28/19 before me, Debi Anne Meusburger, Notary of the Public

Date
Here insert Name and Title of the Officer

personally appeared Michelle L. Robinson

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

Place Notary Seal and/or Stamp Above

Signature of Notary Public

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 of Conservator
☐ Other: ________________________________________________
Signer is Representing: _________________________________________

Signer's Name: ____________________________________________
☐ Corporate Officer — Title(s): ______________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ________________________________________________
Signer is Representing: _________________________________________

©2017 National Notary Association
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Certificate No: 8201988-971876

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carol Dunn, Randall L. Jorgensen, Michelle L. Robinson

all of the city of Sacramento state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August, 2019.

By:

David M. Carey, Assistant Secretary

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

State of PENNSYLVANIA
County of MONTGOMERY

On this 26th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:


Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.


Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Company at this 28th day of October, 2019.

By:

Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018
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 Sacramento

On October 29, 2019 before me, [Signature]

Notary Public personally appeared Mark H. Swinger and Dawn E. Swinger, 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
Notary Signature

--------------- OPTIONAL ---------------

Description of Attached Document
Title or Type of Document: Faithful Performance Bond
Document Date: 10.30.19 Number of Pages:
Signer(s) Other Than Named Above:

CA – Notary Acknowledgment with Document Description
PAYMENT BOND

WHEREAS, the City Council of the City of Citrus Heights, State of California, and Mark H. and Dawn E. Swinger, and Wyatt Ranch (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement identified as Project Wyatt Ranch Subdivision, is hereby referred to and made a part hereof; and

WHEREAS, pursuant to California Government Code Section 66499 and Citrus Heights Municipal Code Article XII Chapter 22.80, Principal is required, before entering upon the performance of the Project, to file a payment bond with and have such bond approved by the officer or public entity by whom the Project is awarded; and

WHEREAS, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Project, and must satisfy the other requirements specified in that section; and

WHEREAS, the Principal is required in accordance with the Project to furnish a payment bond in connection with the Project to secure payment of claims of laborers, mechanics and materialmen employed on work under the Project in accordance with applicable law;

38. NOW, THEREFORE, said Principal and the undersigned as corporate Surety, are held firmly bound unto the City of Citrus Heights and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in California Civil Code Section 9100 in the sum of Eight Hundred Eighty-One Thousand Eight Hundred Forty-Five Dollars ($881,845.00), 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 the 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 fees, incurred by City in successfully enforcing the 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 Section 9100 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 the 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 payment bond has been duly executed by the Principal and Surety above named, on October 28, 2019.

The Ohio Casualty Insurance Company
Name of Surety

Mark H. Swinger and Dawn E. Swinger
Principal

By: Mark H. Swinger
Title: Property Owner

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597
Mailing Address of Surety

and

By: Dawn E. Swinger
Title: Property Owner

925-433-4493
Telephone No. of Surety

By: Michelle L. Robinson, Attorney in Fact

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an “admitted surety insurer.”

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201988-971876

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carol Dunn, Randall L. Jorgensen, Michelle L. Robinson, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August, 2019.

By:

David M. Carey, Assistant Secretary

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

State of PENNSYLVANIA
County of MONTGOMERY

On this 26th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

By:

Teresa Pastella, Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2021
Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, which resolutions are now in full force and effect reading as follows:


Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.


Any officer of the Corporation authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of October, 2019.

By:

Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018
CALIFORNIA ALL-PURPOSE 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 Sacramento

On 10/28/19 before me, Debi Anne Meusburger, Notary Public, personally appeared Michelle E. Emerson

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

Place Notary Seal and/or Stamp Above

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 of Conservator
☐ Other: __________________________________________________

Signer is Representing: ______________________________________________________________

Signer's Name: ____________________________________________
☐ Corporate Officer — Title(s): ______________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: __________________________________________________

Signer is Representing: ______________________________________________________________

©2017 National Notary Association
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 Sacramento

On October 29, 2019 before me, __________

Notary Public personally appeared Mark H. Swinger and Dawn E. Swinger, 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

Notary Signature

C. PEREZ
Notary Public - California
Sacramento County
Commission # 2218136
My Comm. Expires Oct 18, 2021

Description of Attached Document

Title or Type of Document: Payment Bond
Document Date: 10.28.19 Number of Pages:
Signer(s) Other Than Named Above:
BOND FOR SECURITY OF INSTALLATION OF MONUMENTS

WHEREAS, the City Council of the City of Citrus Heights, State of California, and Mark H. and Dawn E Swinger, and Wyatt Ranch (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement identified as Project Mariposa Creek, 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 installation of monuments pursuant to said agreement.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Citrus Heights hereinafter called (“City”), in the sum of one thousand five hundred dollars ($1,500.00), 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 bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the installation of monuments pursuant to the said agreement and any alteration thereof made as therein provided, on 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 City, 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.

As a 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 City 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.
IN WITNESS WHEREOF, this monument bond has been duly executed by the Principal and Surety above named, on October 28, 2019.

The Ohio Casualty Insurance Company
Name of Surety

Mark H. Swinger and Dawn E. Swinger
Principal

By: [Signature]
Title: [Signature]

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597
Mailing Address of Surety

925-433-4493
Telephone No. of Surety

By: [Signature]
Michelle L. Robinson, Attorney in Fact

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an “admitted surety insurer.”

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.
**CALIFORNIA ALL-PURPOSE 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 **Sacramento**

On **10/28/19** before me, **Debi Anne Meusburger, Notary Public**

*Here Insert Name and Title of the Officer*

Personally appeared **Michelle L. Robinson**

*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*

**DEBI ANNE MEUSBURGER**

COMM. # 2225471

NOTARY PUBLIC CALIFORNIA

SACRAMENTO CO.

EXP. DEC 15, 2021

*Signature of Notary Public*

**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)**

<table>
<thead>
<tr>
<th>Signer's Name</th>
<th>Signer's Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Corporate Officer – Title(s): ____________</td>
<td>□ Corporate Officer – Title(s): ____________</td>
</tr>
<tr>
<td>□ Partner – □ Limited □ General</td>
<td>□ Partner – □ Limited □ General</td>
</tr>
<tr>
<td>□ Individual □ Attorney in Fact</td>
<td>□ Individual □ Attorney in Fact</td>
</tr>
<tr>
<td>□ Trustee □ Guardian of Conservator</td>
<td>□ Trustee □ Guardian of Conservator</td>
</tr>
<tr>
<td>□ Other:</td>
<td>□ Other:</td>
</tr>
</tbody>
</table>

Signer is Representing: ____________________________

©2017 National Notary Association
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company  

Certificate No: 8201988-971876

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carol Dunn, Randall L. Jorgensen, Michelle L. Robinson

all of the city of Sacramento state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August, 2019.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company  

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY

On this 26th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:


Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.


Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of October, 2019.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company  

By:

Renee C. Llewellyn, Assistant Secretary
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 Sacramento

On October 29, 2019 before me, ____________________________

Notary Public personally appeared Mark A. Swinger and Dawn E. Swinger, 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 __________________________
Notary Signature

C. PEREZ
Notary Public - California
Sacramento County
Commission # 2218136
My Comm. Expires Oct 18, 2021

Description of Attached Document
Title or Type of Document: Bond for Security of Installation of Monuments
Document Date: 10-28-19 Number of Pages:
Signer(s) Other Than Named Above:
SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

WHEREAS, the City Council of the City of Citrus Heights, State of California, and Mark H. and Dawn E. Swinger and Wyatt Ranch ("Principal") have entered into an agreement by which Principal agrees to install and complete certain designated public improvements ("Improvements") and to guarantee and warrant the Improvements for a period of one year following the Improvements acceptance by the City Council of Citrus Heights, which said agreement identified as Wyatt Ranch Subdivision is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of said agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of said agreement.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, admitted and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Citrus Heights as obligee ("City"), in the penal sum of Eighty Eight Thousand One Hundred Eighty Five Dollars ($88,185.00) dollars 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 Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, Principal’s 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 hold harmless City and its officers, officials, agents, employees, and volunteer as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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 City 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 of 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. The Surety waives all rights of subrogation against City or any person employed by City.
IN WITNESS WHEREOF, this subdivision maintenance bond guarantee and warranty security has been duly executed by the Principal and Surety above named, on October 28, 2019.

The Ohio Casualty Insurance Company  
Name of Surety  

Mark H. Swinger and Dawn E. Swinger  
Principal  

By:  
Title: Property Owner

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597  
Mailing Address of Surety

925-433-4493  
Telephone No. of Surety

By:   
Michelle L. Robinson, Attorney in Fact

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an “admitted surety insurer.”

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

2946011.1
CALIFORNIA ALL-PURPOSE 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 [Sacramento]

On 10/28/19 before me, Debi Anne Meusburger, Notary Public, personally appeared Michelle L. Robinson

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]

Place Notary Seal and/or Stamp Above

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 of Conservator

☐ Other: ____________________________

Signer is Representing: ____________________________

Signer's Name: ____________________________

☐ Corporate Officer — Title(s): ____________________________

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: ____________________________

Signer is Representing: ____________________________
This Power of Attorney limits the acts of those named herein, and they have no authority to
bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
Certificate No: 8201988-971876

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the “Companies”), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carol Dunn, Randall L. Jorgensen, Michelle L. Robinson

all of the city of
Sacramento
state of
CA
each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August, 2019.

By:
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 26th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the Corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:


Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.


Any officer of the Corporation authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of October, 2019.

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018
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 Sacramento

On October 29, 2019 before me, ___Perez___

Notary Public personally appeared Mark H. Swinger and
Dawn C. Swinger, 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

Notary Signature

C. PEREZ
Notary Public - California
Sacramento County
Commission # 2218136
My Comm. Expires Oct 18, 2021

---OPTIONAL---

Description of Attached Document

Title or Type of Document: Subdivision Maintenance Bond Guarantee and Warranty Security

Document Date: 10.28.19

Number of Pages:

Signer(s) Other Than Named Above: