



**TOWN OF LOS GATOS
SUBDIVISION IMPROVEMENT AGREEMENT**

**SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN
THE TOWN OF LOS GATOS
AND
CHANG 2003 FAMILY TRUST

LOS GATOS, CALIFORNIA**

This agreement, made and entered into, effective upon the last date this document is signed by the parties hereto, by and between the TOWN OF LOS GATOS, a municipal corporation of the State of California, hereinafter "TOWN," and **CHANG 2003 FAMILY TRUST, after this called "SUBDIVIDER,"** whose mailing address is **P.O. BOX 33097, LOS GATOS, CA 95031.**

WITNESSETH

WHEREAS, a Parcel Map (hereinafter "MAP") of **LANDS OF CHANG 2003 FAMILY TRUST (the "Subdivision")**, has been filed with the TOWN, which MAP is incorporated herein by reference; and **WHEREAS,** the Conditions of Approval of the Subdivision Application (M-19-002) and Architecture and Site Application S-19-008 requires the SUBDIVIDER to construct and complete certain off-site public improvements including but not limited to streets, sidewalks, curbs, gutters, street signs, acceptable to all according to the plans and specifications for all or any of said improvements in or appurtenant to 16490 Roberts Road, Off-Site Improvement Plans, Public Improvement Application Number EN20-082 dated April 21, 2022. The foregoing improvements are hereinafter referred to as ("REQUIRED IMPROVEMENTS").

WHEREAS, the SUBDIVIDER has prepared, and the TOWN Engineer has approved, Improvement Plans for the completion of the REQUIRED IMPROVEMENTS in connection with the Subdivision. The Improvement Plans ("PLANS") are on file in the Office of the Town Engineer and are incorporated into this Agreement by this reference, along with any changes or modifications



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as may be required by the Town Engineer or designee ("ENGINEER") due to errors, omissions, or changes in conditions.

WHEREAS, SUBDIVIDER recognizes that by approval of the MAP for Subdivision, TOWN has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the Subdivision. As a result, TOWN will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER's failure to perform its obligations to commence construction of the improvements by the time established in this Agreement. The TOWN shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of default by SUBDIVIDER.

WHEREAS, SUBDIVIDER has asked TOWN to review and approve the MAP and accept the dedications therein offered, subject to and on condition that the SUBDIVIDER, prior to issuance of a building permit for the REQUIRED IMPROVEMENTS, enter into this Agreement with the TOWN, and provide the TOWN with such security for performance and insurance and all other things as required by this Agreement;

NOW, THEREFORE, to insure satisfactory performance by SUBDIVIDER of these obligations, and in consideration of the approval of the MAP, the parties now agree as follows:

1. PERFORMANCE OF WORK

SUBDIVIDER agrees to furnish, construct and install at SUBDIVIDER'S own expense the REQUIRED IMPROVEMENTS. The PLANS and specification of the REQUIRED IMPROVEMENTS may be modified by the SUBDIVIDER as the development progresses, subject to prior written approval of the Town ENGINEER.

2. WORK; SATISFACTION OF TOWN ENGINEER

All the work on the REQUIRED IMPROVEMENTS is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon approved PLANS and specifications and the Town's Ordinances, Improvement Standards and Specifications, to the satisfaction



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of the Town Engineer. Work shall be completed within two (2) years from the date of this Agreement.

3. INSPECTION BY TOWN

SUBDIVIDER shall at all times provide safe access for inspection by the Town to all parts of the REQUIRED IMPROVEMENTS and to all places where the REQUIRED IMPROVEMENTS are in preparation.

4. DEDICATION OF EASEMENTS OR RIGHT-OF-WAY

The Town acknowledges that SUBDIVIDER has offered to the Town to dedicate fee title to all streets and portions shown on the MAP dated April 2022.

5. IMPROVEMENT SECURITY

Concurrently with the execution of this Agreement, the SUBDIVIDER shall furnish the TOWN:

- a. **Faithful Performance Security:** Pursuant to California Government Code 66499.3(a) SUBDIVIDER shall, before the release of the MAP by the TOWN, for filing for record and as a condition precedent to the recordation of it, furnish to the TOWN and file with the Town Clerk cash, an instrument of credit, or a bond as provided by the Subdivision Map Act, in a form approved by the Town Attorney, securing performance by SUBDIVIDER of all work shown on the PLANS, and completion within the agreed time. The security shall be in the amount of one hundred percent (100%) of the total estimated cost of the REQUIRED IMPROVEMENTS, as determined by the Director. The amount of cash, instrument of credit or bond shall be **One Hundred Forty-One Thousand, Two Hundred Twenty-Six Dollars and Fifty-Five Cents (\$141,226.55)**.
- b. **Payment Security:** SUBDIVIDER shall furnish to the TOWN and file with the Town Clerk cash, an instrument of credit, or a bond as provided by the Subdivision Map Act, in a form approved by the Town Attorney, secure the obligations for payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials to the for the completion of the REQUIRED IMPROVEMENTS. The security



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shall be in the amount of one hundred percent (100%) of the total estimated cost of the REQUIRED IMPROVEMENTS, as determined by the Director. The amount of cash, instrument of credit or bond shall be **One Hundred Forty-One Thousand, Two Hundred Twenty-Six Dollars and Fifty-Five Cents (\$141,226.55)**.

- c. **Guarantee and Warranty Security:** It is further agreed that a “guarantee and warranty security” in the amount of ten (10%) percent of the total estimated cost of the REQUIRED IMPROVEMENTS for a period of two (2) years following their completion and acceptance by the TOWN against any defective work or labor done, or defective materials furnished, or done by the SUBDIVIDER. This limitation on the security does not shorten any time during which the TOWN may act to enforce the SUBDIVIDER's obligations under the terms of this agreement, nor shorten any time during which TOWN or any other person may bring an action in an appropriate court regarding the subject or performance of this agreement.
- d. 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.
- e. 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.
- f. The securities shall be irrevocable, shall not limited as to time (except as to the two (2) year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the Director and as provided in Section 7-Release of Security. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension authorized by the Town for SUBDIVIDER's completion of the REQUIRED IMPROVEMENTS, whether or not the surety is given notice of such an extension by the Town.



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6. RELEASE OF SECURITY

- a. **Guarantee and Warranty Security:** Any unused portion of the guarantee and warranty security shall be released two (2) years after acceptance of the REQUIRED IMPROVEMENTS by the Town Council. The amount to be released shall first be reduced by the amount deemed necessary by the Town to correct any defects in the REQUIRED IMPROVEMENTS that are known or believed by the Town to exist at the end of the guarantee and warranty period.
- b. **Payment Security:** Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the legislative body, and if no such claims have been recorded, the security shall be release in full.
- c. **Faithful Performance Security:** The faithful performance security may be released upon acceptance of the REQUIRED IMPROVEMENTS by the Town Council.

7. HOLD HARMLESS

SUBDIVIDER does expressly agree to protect, defend, indemnify and hold harmless the TOWN, its Town Council Members, Boards, Commissions, employees and agents, from any and all loss or damage, and from any and all liability, including cost of defense, for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any or all persons or person because of or resulting from the acts by SUBDIVIDER of any and all things required of SUBDIVIDER by this Agreement, or because of or arising or resulting from the failure or omission by SUBDIVIDER to do any and all things necessary to and required by this Agreement or by law, or arising or resulting from the negligent acts by SUBDIVIDER, SUBDIVIDER's agents, employees or subcontractors of any and all things required to be done by this Agreement, or arising or resulting from any dangerous or defective condition



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arising or resulting from any of the above said acts or omissions of SUBDIVIDER, SUBDIVIDER's agents or employees.

8. INSURANCE

SUBDIVIDER shall furnish to the TOWN and file with the Town Clerk evidence of, and at all times during the performance of its obligations under this Agreement maintain, the insurance described in Exhibit A.

9. TIME EXTENSIONS

- a. If performance of this Agreement should be delayed in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, or for other reason beyond the control of the SUBDIVIDER, the time for the construction of same may be extended by the Town Engineer for such period of time as is reasonable delay.
- b. Requests for extension of the commencement and/or completion date shall be in writing and delivered to the Town in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing.
- c. In the event the Town extends the time of commencement and/or completion of the REQUIRED IMPROVEMENTS, such extension may be granted without notice by the Town to 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 time, the Town may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the REQUIRED IMPROVEMENTS or impose other conditions to protect its interests and ensure the timely completion of the REQUIRED IMPROVEMENTS.



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10. MAINTENANCE OF PUBLIC INFRASTRUCTURE

The SUBDIVIDER shall maintain all public infrastructure (streets, sidewalks, right-of-way, street light, storm drainage facility, sanitary sewer, etc.) in a safe and usable condition at all times during construction. Should any public infrastructure become unsafe, unusable or inoperable because of the SUBDIVIDER's activities, the SUBDIVIDER shall immediately cease all work on the project until the public infrastructure is made safe and usable, for which the SUBDIVIDER shall be solely responsible. Additionally, notwithstanding acceptance by Town, SUBDIVIDER shall maintain and perform or cause to be performed repairs, additions, or corrective work necessitated by SUBDIVIDER's omission or deficient performance for two (2) years after acceptance. If the SUBDIVIDER fails to act promptly or in accordance with this agreement, or if the exigencies of the situation require repairs or replacements to be made before the SUBDIVIDER can be notified, then the TOWN may, at its options, make the necessary repairs or replacements or perform the necessary work, and SUBDIVIDER shall pay the Town the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by TOWN.

11. DEFAULT BY SUBDIVIDER.

- a. Default of SUBDIVIDER shall include, but not be limited to:
- (1) SUBDIVIDER's failure to timely commence construction of Public Improvements under this Agreement;
 - (2) SUBDIVIDER's failure to complete construction of the Public Improvements within the time period provided by this Agreement or any extensions thereof;
 - (3) SUBDIVIDER's failure to timely cure any defect in the Public Improvements during the two (2) year guaranty and warranty period where such failure continues beyond thirty (30) days after written notice thereof from the TOWN, or if such failure is not susceptible to cure within such 30-day period, SUBDIVIDER has not commenced to cure within such 30-day period and does not thereafter continue to diligently proceed to cure;



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- (4) SUBDIVIDER's failure to perform substantial construction work for a period of 30 consecutive calendar days after commencement of the work, for reasons other than force majeure events;
 - (5) SUBDIVIDER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which SUBDIVIDER fails to discharge within 30 days;
 - (6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
 - (7) SUBDIVIDER's failure to perform any other obligation under this Agreement within thirty (30) days after written notice thereof from the TOWN, or if such failure is not susceptible to cure within such 30-day period, SUBDIVIDER has not commenced to cure within such 30-day period and does not thereafter continue to diligently proceed to cure.
- b.** The TOWN reserves all remedies available to it at law or in equity for breach of SUBDIVIDER's obligations under this Agreement. The TOWN shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the TOWN's damages in the event of default by SUBDIVIDER. The TOWN's right to draw upon or use the security is in addition to any other remedy available to TOWN. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, TOWN's damages for SUBDIVIDER's default shall be measured by the cost of completing the REQUIRED IMPROVEMENTS. The TOWN may use the sums provided by the securities for the completion of the Public Improvements in accordance with the PLANS and Specifications contained herein. In the event SUBDIVIDER fails to cure any default under this Agreement within twenty (20) days after the TOWN mails written notice of such default to the SUBDIVIDER and the SUBDIVIDER's surety, SUBDIVIDER authorizes TOWN to perform the obligation for which SUBDIVIDER is in default and agrees to pay



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the entire cost of such performance by the TOWN. The TOWN may take over the work and complete the Public Improvements, by contract or by any other method the TOWN deems appropriate, at the expense of SUBDIVIDER. In such event, the TOWN, without liability for so doing, may complete the Public Improvements using any of SUBDIVIDER'S materials, appliances, PLANS and other property that are at the work site and that are necessary to complete the Public Improvements.

12. NOTICES

Notices regarding this Agreement shall be given as follows and shall be considered effective upon either personal delivery or five (5) days following deposit in the U.S. Mail:

To SUBDIVIDER: Chang 2003 Family Trust
 P.O. Box 33097
 Los Gatos, CA 95031

To TOWN: Parks and Public Works Department
 Town of Los Gatos
 41 Miles Avenue
 Los Gatos, California 95030

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

13. WAIVER

Waiver of a breach of default under this Agreement shall not form a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.

14. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

15. ENTIRE AGREEMENT AND AMENDMENT

This Agreement constitutes the complete and exclusive statement of this agreement between the TOWN and SUBDIVIDER. No verbal agreement or conversation with any



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officer, agent, or employee of the TOWN, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations contained in the Agreement.

16. PAYMENT OF OUTSTANDING FEES

Prior to acceptance of public improvements for permanent maintenance by the TOWN, SUBDIVIDER shall pay all outstanding fees which are due in accordance with this Agreement and the Town Code of the Town of Los Gatos.

17. ACTIONS TO ENFORCE

If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees and costs, in addition to any other relief to which they may be entitled.

18. REIMBURSEMENT OF ATTORNEYS FEES

In the event of any third party claim or legal challenging any action taken by the TOWN with regard to any procedure or aspect of this Agreement, including approval or environmental review process, if the TOWN chooses to defend the claim or action, the SUBDIVIDER agrees to reimburse the TOWN for attorneys' fees, expert witness fees, and any other costs the TOWN may incur in connection with its retention of legal counsel, and for any award of court costs of fees against the TOWN.

19. AGREEMENT BINDS SUCCESSORS

This Agreement pertains to and runs with the land benefited by the privileges it grants and binds the successors in interest of the parties to this Agreement.



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TOWN OF LOS GATOS

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...

LAUREL PREVETTI
Town Manager

DATE: 7/13/2022

ATTEST:

DocuSigned by:
Shelley Neis
B9666F65B1F34F6...

SHELLEY NEIS
Town Clerk

DATE: 7/13/2022

APPROVED AS TO FORM:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...

GABRIELLE WHELAN
Town Attorney

DATE: 7/12/2022

RECOMMENDED BY:

DocuSigned by:
Timm Borden
9AC05166650A487...

Director of Parks and Public Works

DATE: 6/20/2022

SUBDIVIDER

[Signature]

Iyan-Ping Lily-Chang, Trustee

DATE: 5-20-2022

See Attached Notary Certificate

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 4452099

PREMIUM: \$3,325.00

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "TOWN"), and Chang 2003 Family Trust (herein designated as "PRINCIPAL") have entered an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements, which said agreement, dated 7/13/2022, and identified as the Subdivision Improvement Agreement, is hereby referred to and made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the PRINCIPAL and Suretec Insurance Company, as Surety, are held and firmly bound unto the TOWN, in the penal sum of **One Hundred Forty-One Thousand, Two Hundred Twenty-Six Dollars and Fifty-Five Cents (\$141,226.55)** 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, formally by these presents.

The condition of this obligation is such that if the above bounded PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless TOWN, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

PRINCIPAL and Surety further agree that upon TOWN's final approval of the work, five percent (5%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, two (2) years after TOWN's final acceptance of the work.

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

The Surety hereby stipulates and agrees that no change, extension of time, 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 any way 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 instrument has been duly executed by the PRINCIPAL and Surety above named, on December 21, 2021.

PRINCIPAL:

Chang 2003 Family Trust

Jyan-Ping Lily Chang

P.O. Box 33097

Los Gatos, CA 95031

SURETY:

Suretec Insurance Company

Mary Collins, Attorney-in-Fact

2103 Citywest Boulevard, Suite 1300

Houston, TX 77042

Notary Acknowledgment Required

LABOR AND MATERIALS BOND

BOND NUMBER: 4452099
PREMIUM: Included with
Performance Bond

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "TOWN"), and Chang 2003 Family Trust (hereinafter designated as "PRINCIPAL") have entered an agreement whereby PRINCIPAL agrees to install and complete certain designated public improvements, which said agreement, dated 7/13/2022, and identified as the Subdivision Improvement Agreement, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the TOWN to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said PRINCIPAL and the undersigned as Corporate Surety, are held firmly bound unto the TOWN and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of **One Hundred Forty-One Thousand, Two Hundred Twenty-Six Dollars and Fifty-Five Cents (\$141,226.55)** 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 said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the TOWN in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the PRINCIPAL and Surety above named, on December 21, 2021.

PRINCIPAL:

Chang 2003 Family Trust

Jyan-Ping Lily Chang

P.O. Box 33097

Los Gatos, CA 95031

SURETY:

Suretec Insurance Company

Mary Collins, Attorney-in-Fact

2103 Citywest Boulevard, Suite 1300

Houston, TX 77042

Notary Acknowledgment Required

EXHIBIT A

INSURANCE REQUIREMENTS

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Offices form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form GC 0001).
2. Insurance Services Office form number CA 0001(Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

B. BEGINNING OF WORK

SUBDIVIDER shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the TOWN. At the option of the TOWN, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the TOWN, its officers, official, employees and volunteers; or the SUBDIVIDER shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. OTHER INSURANCE PROVISION

The policies are to contain, or be endorsed to contain the following provision:

1. General Liability and Automobile Liability Coverages

- a. The TOWN, its officers, official, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the SUBDIVIDER, products and completed operation of the Contracts, premises owned, occupied or used by the SUBDIVIDER, or automobiles owned, leased, hired or borrowed by the SUBDIVIDER. The coverage shall contain no special limitation on the scope of protection afforded to the TOWN, its officers, officials, employees, or volunteers.
- b. The SUBDIVIDER's insurance coverage shall be primary insurance as respects the TOWN, its officer, officials, employees, and volunteers. Any insurance or self-insurance maintained by the TOWN, its officers, officials, employees, or volunteers shall be excess of the SUBDIVIDER's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provision of the policies shall not affect coverage provided to the TOWN, its officers, officials, employees, or volunteers.
- d. 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.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the TOWN, its officers, officials, employees, or volunteers for losses arising from work performed by the SUBDIVIDER for the TOWN.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt required, has been given to the TOWN.

SUBDIVIDER is satisfying its insurance requirement with insurance provided by its concrete contractor. If SUBDIVIDER'S concrete contractor changes, SUBDIVIDER will immediately provide the TOWN with an updated insurance certificate and endorsement.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than **B+**.

F. VERIFICATION OF COVERAGE

SUBDIVIDER shall furnish the TOWN with certificates of insurance and with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the TOWN. Where by statute, the TOWN's workers' compensation-related forms cannot be used, equivalent forms approved by the State Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the TOWN before work commences. The TOWN reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

SUBDIVIDER shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

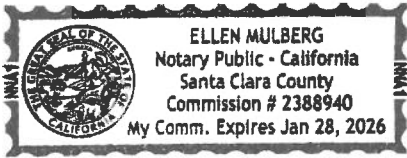
On May 20th, 2022 before me, Ellen Mulberg, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jyan-Ping Lily Chang, Trustee
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 Ellen Mulberg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: 05/20/2022 Number of Pages: 11

Signer(s) Other Than Named Above: Yes

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jyan-Ping Lily Chang

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

PRINCIPAL:

Chang 2003 Family Trust



Jyan-Ping Lily Chang

P.O. Box 33097

Los Gatos, CA 95032

SURETY:

SureTec Insurance Company



Mary Collins, Attorney-In-Fact

2103 CityWest Boulevard, Suite 1300

Houston, TX 77042

Notary Acknowledgment Required

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)

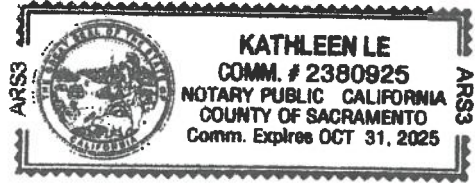
On December 21, 2021 before me, Kathleen Le, Notary Public
(insert name and title of the officer)

personally appeared Mary Collins,
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~~
~~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 *Kathleen Le* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

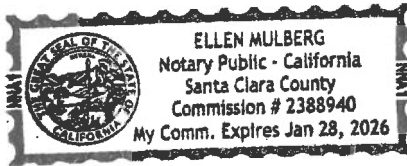
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On May 20th 2022 before me, Ellen Mulberg, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jyan - Ping Lily Chang
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/it) 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 Ellen Mulberg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Faithful Performance Bond
Document Date: None Number of Pages: 4
Signer(s) Other Than Named Above: Yes

Capacity(ies) Claimed by Signer(s)

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

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

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

John Hopkins, Elizabeth Colodi, Sara Walliser, Renee Ramsey, Marissa Robinson, Deanna Quintero, K. Corey Ward, John J. Weber, Joseph H. Weber, Claudine Gordon, Kristie Phillips, Michael K. Feeney, Bill Rapp, Matthew Foster, Tony Clark, Jason March, Samantha Watkins, Mary Collins, Pamela Sey, Paula Senna, Bradley Espinosa

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

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

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

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

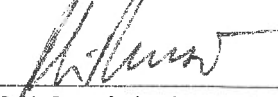
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of July, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



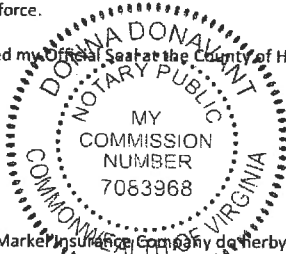
Markel Insurance Company

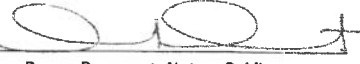
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 13th day of July, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

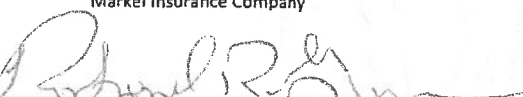
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of December, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary