

PUBLIC IMPROVEMENT AGREEMENT
(SUNNYDALE PHASE IA-1 AND 1A-2)

This PUBLIC IMPROVEMENT AGREEMENT (SUNNYDALE PHASE 1A-1 AND 1A-2) (this “**Agreement**”) dated for reference purposes only as of September __, 2019 , is entered into as of _____, 2019 (the “**Effective Date**”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (“**City**”) and SUNNYDALE INFRASTRUCTURE, LLC, a California limited liability company, its successors and assigns (“**Subdivider**”).

RECITALS

A. Subdivider is an affiliate of Sunnydale Development Co. LLC, a California limited liability company (the “**Master Developer**”). The Master Developer, the Housing Authority of the City and County of San Francisco (“**Authority**”), and the City and County of San Francisco, a municipal corporation (the “**City**”) acting by and through the Mayor's Office of Housing and Community Development (“**MOHCD**”), are parties to the Master Developer Agreement dated as of March 3, 2017, and recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on March 3, 2017 as Document No. K416598-00 (the “**MDA**”). The Master Developer has assigned its rights and obligations related to infrastructure development under the MDA to Subdivider pursuant to that certain Construction License Agreement dated February 4, 2019, between the Authority and Subdivider, with an acknowledgement by the Master Developer.

B. Pursuant to that certain Development Agreement dated as of March 3, 2017, by and between Master Developer and the City and recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on March 3, 2017 as Document No. K416604-00 (“**DA**”), Subdivider, as assignee of Master Developer’s rights and obligations related to infrastructure development under the DA, is engaged in subdividing the property that is subject to proposed “Final Map No. 9537” (“**Final Map**”) consisting of approximately 48.8 acres, as shown therein (“**Property**”). A tentative subdivision map, entitled “Tentative

Subdivision Map 9537 for condominium and other purposes” (“**Tentative Map**”), for the proposed subdivision of the Property was approved by the Director of the Department of Public Works (“**Director**” with references to Director also including the Director’s designee where authorized by law), acting as the advisory agency for purposes of the Subdivision Map Act (“**Advisory Agency**”), subject to certain requirements and conditions contained in the Director’s Conditions of Approval dated April 19, 2019 (“**Conditions of Approval**”).

C. Pursuant to the San Francisco Subdivision Code (the “**Code**”) and the San Francisco Subdivision Regulations (“**Subdivision Regulations**”), the Tentative Map, and the Conditions of Approval, the Final Map irrevocably offers for dedication (i) interests of real property (Lots A, B, and C) for public street and utilities use, and (ii) public improvements from the Developer, as described herein.

D. Public Works Order No. 201898 granted certain exceptions and modifications to the Code and Subdivision Regulations pertaining to design and construction of the Sunnydale HOPE SF Phase 1A-1 and 1A-2 Infrastructure and deferral of documents as defined below.

E. Pursuant to the MDA and DA, Subdivider is obligated to construct horizontal infrastructure and public improvements on the street and utilities lots. The infrastructure and public improvements contemplated for the Property are described in the Sunnydale HOPE SF Master Infrastructure Plan (the “**Infrastructure Plan**”) attached to the DA and as may be amended from time to time, and the Sunnydale HOPE SF Streetscape Master Plan dated October 2, 2018, as may be amended from time to time (the “**Streetscape Master Plan**”), and the Tentative and Final Maps. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A (as such plans are revised from time to time, the “**Plans and Specifications**”). The Plans and Specifications for Sunnydale Phase 1A-1 and 1A-2 provide for the construction, installation and completion of the public improvements identified therein (the “**Sunnydale Phase 1A-1 Required Infrastructure**”). The Plans and Specifications provide for City infrastructure including an irrigation line and a retaining wall located in the public right-of-way, that shall be owned by the City and operated and maintained in perpetuity by the Subdivider, fronting property owner, or other private entity approved by the

City (the “**Privately Maintained Public Infrastructure**”). The Plans and Specifications also provide for private improvements in the public right-of-way to be owned, operated, and maintained by the Subdivider, fronting property owner, or other private entity approved by the City (“**Private Infrastructure**”). There also are publicly accessible improvements that are temporary, shall be owned by the Subdivider, and shall be Subdivider’s responsibility for purposes of maintenance and operation (“**Temporary Facilities**”). These Temporary Facilities include a temporary segment of Sunrise Way. The forms of infrastructure mentioned above collectively comprise the Sunnydale Phase 1A-1 Required Infrastructure and the estimated costs of completing the Sunnydale Phase 1A-1 Required Infrastructure are described in Exhibit B hereto (the “**Estimated Costs**”). Copies of the Plans and Specifications are on file with the San Francisco Department of Public Works (“**Public Works**”).

F. Construction of a part of the Sunnydale Phase 1A-1 Required Infrastructure was authorized in advance of this Agreement under Street Improvement Permit No. 19IE-00564 (the “**Street Improvement Permit**”), which authorizes Subdivider to construct the Sunnydale Phase 1A-1 Required Infrastructure, all as defined in the Street Improvement Permit. All work under the Street Improvement Permit is being done at risk by the Subdivider under an Infrastructure Permitting Agreement (“**IPA**”) executed by the City and Subdivider on July 5, 2019. While the Street Improvement Permit and the IPA authorizes the work described therein, that permit and the IPA do not provide for acceptance of the subject improvements; instead, work performed under the Street Improvement Permit is subject to acceptance pursuant to Section 6 of this Agreement and the Code. Upon execution of this Agreement, this Agreement shall supersede the IPA to the extent it incorporates the security for the work thereunder. This Agreement shall govern security for, and acceptance of, any portion of the Sunnydale Phase 1A-1 Required Infrastructure constructed pursuant to the IPA and Street Improvement Permit. Security provided by Subdivider under this Agreement has been provided to the City by Subdivider, copies of which are attached to this Agreement, and all such security shall be maintained and, if applicable, released, pursuant to the terms of this Agreement.

G. The Code provides that before a final subdivision map or parcel map is approved by the City, the Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the

Director, or (ii) entered into an agreement with the City to install and complete, free of liens other than that certain Use Agreement dated July 1, 2019 and recorded in the Official Records of the City and County of San Francisco (the "Official Records") on July 5, 2019 as Document No. 2019-K791255-00 (the "Use Agreement") and the Memorandum of Ground Lease dated July 1, 2019 and recorded in the Official Records of the City and County of San Francisco (the "Official Records") on July 5, 2019 as Document No. 2019-K791256-00 (the "Ground Lease") all of such public improvements within a definite period of time and provided appropriate security to ensure improvement securities to secure satisfactory completion of the work.

H. The City and the Subdivider, desire to enter into this Agreement in order to permit the approval and recordation of the Final Map by the City (including the dedications contained therein), to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Subdivision Map Act, the Code, and the DA.

I. Except as specifically defined herein, capitalized terms shall have the meaning given in (i) the Code, (ii) the DA, (iii) the Subdivision Regulations, and (iv) the Plans and Specifications. NOW, THEREFORE, in order to ensure satisfactory performance of the Subdivider under the Code, Subdivider and the City agree as follows:

1. Recitals. The above recitals are true and correct, and are incorporated into this Agreement.

2. Subdivider's Obligations.

(a) Sunnydale Phase 1A-1 Required Infrastructure. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete the Sunnydale Phase 1A-1 Required Infrastructure in conformity with the Plans and Specifications as described in Exhibit A.

(b) Completion. Subdivider shall complete the Sunnydale Phase 1A-1 Required Infrastructure in accordance with Section 6(a) below on or within two (2) years following the recordation of the Final Map. The period of time provided in this condition may be extended upon application by Subdivider and approval by the Director pursuant to Section 4(b) below, or may be extended by operation of Sections 10(c) through (f) below. In reviewing

such application for an extension of time, the Director shall consider reasonable construction, access and storage requirements for each adjacent project and subsequent projects.

(c) Other Required Documentation.

(i) Prior to the Director's submittal of this Agreement to the City's Board of Supervisors ("**Board of Supervisors**"), Subdivider has provided executed and recorded copies of all the documents, agreements and notices required pursuant to Exhibit C, unless deferred by the Director, in writing, until the time of a request for a Notice of Completion, pursuant to Section 6(a). Further, certain tentative map conditions have not been satisfied at the time of Final Map approval. The Director has determined that it is acceptable to defer compliance for the satisfaction of these conditions for purposes of the Subdivision Map Act, and the subject tentative map conditions and deferred compliance event for each condition is shown in Exhibit D. In addition, Subdivider has supplemented the Excavation Permit Bonds with Security in an amount that collectively satisfy Section 3(a) of this Agreement.

(ii) At the time of request for a Notice of Completion, pursuant to Section 6(a), for the Sunnydale Phase 1A-1 Required Infrastructure, or any portion thereof, Subdivider shall provide all documents required pursuant to Exhibit E, plus any other material previously deferred by the Director in item (i) above, unless deferred by the Director in writing until the time of a request for Acceptance pursuant to Section 6(b) below. In addition, the Subdivider shall furnish to Public Works and, if requested, the City Department of Building Inspection, as-built plans of the completed Sunnydale Phase 1A-1 Required Infrastructure or portion thereof, in both electronic (in a reasonably current version of AutoCAD and/or another digital format acceptable to Public Works) and Mylar formats and any reports required by any related Plans and Specifications.

(iii) At the time of a request for Acceptance pursuant to Section 6, of the Sunnydale Phase 1A-1 Required Infrastructure, or any portion thereof, Subdivider shall provide all the documents required pursuant to Exhibit F, plus any other materials previously deferred by the Director pursuant to subsections (i) and (ii) above. In addition, as part of compliance with this Section 2, Subdivider shall coordinate with the City and assist in the City's process for the subsequent dedication and Acceptance of the Sunnydale Phase 1A-1 Required

Infrastructure by (i) providing necessary maps, legal descriptions and plats for street openings, proposed easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development, and (ii) executing easement agreements or grant deeds or modifying existing easements or grant deeds consistent with the Conditions of Approval.

3. Improvement Security.

(a) Security. Subdivider has furnished and delivered to the Director bonds, in favor of the City, and which are attached as Exhibit G-1, G-2 and G-3 and approved by the City Attorney, from an issuer approved by the Director, securing the installation and completion of the Sunnydale Phase 1A-1 Required Infrastructure as follows:

(i) Performance bonds in the amount of Fourteen Million One Hundred Forty Three Thousand Five Hundred Seventy-Five Dollars (\$14,143,575) (100% of estimated “hard” cost of completion of the construction and installation of Sunnydale Phase 1A-1 Required Infrastructure as determined by the DPW Director) to secure the satisfactory performance of Subdivider’s obligations (Exhibit G-1); and

(ii) A payment bond or other acceptable security in the amount of Fourteen Million One Hundred Forty Three Thousand Five Hundred Seventy-Five Dollars (\$14,143,575) (100% of the estimated cost of completion of the Sunnydale Phase 1A-1 Required Infrastructure as determined by the DPW Director) as guarantee of payment for the labor, materials, equipment, and services required for the Sunnydale Phase IA-1 Required Infrastructure (Exhibit G-2).

(iii) Monument bonds in the total amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500) or \$5,625 for each of the four monument bonds, representing 100% of the cost of installation of the monuments in Sunnydale Phase 1A-1 as guarantee of payment for the labor, materials, equipment, and services required for the Sunnydale Phase IA-1 Required Monuments (Exhibit G-3).

(b) Acknowledgement of Security Posted as of Effective Date. The City acknowledges that pursuant to the Street Improvement Permit, Subdivider has already furnished

the above referenced Bonds (collectively, the “**Permit Bonds**”). The Permit Bonds secure the satisfactory performance of Subdivider’s obligations to complete the construction and installation of a portion of the Sunnydale Phase 1A-1 Required Infrastructure.

(c) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a), Subdivider may, subject to the approval of the Director, provide a deposit or other security as described in Section 66499 of the Government Code. Any security provided under Section 3(a) or this Section 3(b) shall be referred to collectively as the “**Security**”.

(d) Use of Security. If the Sunnydale Phase 1A-1 Required Infrastructure is not completed within the time periods specified in Section 2(b) and such period is not extended by the City or as otherwise provided under this Agreement, or Subdivider has not satisfactorily corrected all deficiencies during the Warranty Period, the Security may, by resolution of the Board of Supervisors, be used by the City for completion of the Sunnydale Phase 1A-1 Required Infrastructure in accordance with the Plans and Specifications and for the correction of any such deficiencies.

(e) DA Security. The security requirements of this Agreement shall be read and construed in accordance with the requirements of the Code and the DA, including but not limited to Section 6.5 thereof. Nothing in this Agreement shall alter the City or Subdivider’s rights and remedies under the DA or the security to be provided by Subdivider under the DA, except as provided in the DA.

4. Construction of Sunnydale Phase IA-1 Required Infrastructure.

(a) Permits and Fees. Subdivider shall not perform any Sunnydale Phase 1A-1 Required Infrastructure work until all required permits have been obtained for the component or portion of work involved, and all applicable fees, including inspection and testing fees, have been paid. In addition, no work shall commence until the Subdivider has submitted to the City and City has approved all required items described in Section 2(c) and any additional requirements of and authorizations specified in the Code, Subdivision Regulations, Conditions of

Approval, and this Agreement, unless the Director, in his or her discretion, has granted a written deferral for one or more of these materials.

(b) Extensions. The Subdivider may request an extension of the time period specified in Section 2(b) for completion of the Sunnydale Phase 1A-1 Required Infrastructure by written request to the Director. A request shall state adequate evidence to justify the extension, and shall be made upon Subdivider's determination that it cannot reasonably meet the deadline in the time remaining for completion. The Director may request additional information, and shall in good faith attempt to determine within thirty (30) days of the request whether to grant an extension of time. In determining whether to grant an extension, the Director shall take into consideration Subdivider's reliance on public funding for completion of the Sunnydale Phase 1A-1 Required Infrastructure, as described in Section 8.8 of the DA. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The time for completion additionally shall be automatically extended for the number of days past thirty (30) during which a request for an extension is pending a determination by the Director, as well as during any Excusable Delay or Developer Extension, as provided in Section 10(c) – (e). The Director shall not unreasonably withhold a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an extension agreement and the extension of any security. No extension approved hereunder shall limit or relieve a surety's liability, or provide an extension on any future obligation under this Agreement or the DA (except as expressly stated in the approved extension).

(c) Revisions to Plans and Specifications. Requests by the Subdivider for revisions, modifications, or amendments to the approved Plans and Specifications (each a "**Plan Revision**") shall be submitted in writing to the Director (with a copy to the Director's designee). Subdivider shall not commence construction of any proposed Plan Revision without approval by Public Works and until revised plans have been received and approved by the Director (or the Director's designee). If the Director or his or her designee approves an instructional bulletin, such approval shall be considered the Director's approval for purposes of this Subsection.

(i) Any Infrastructure Plan amendments or other related documentation required for a Plan Revision shall be processed with reasonable promptness, and approval of the Plan Revision shall not be deemed final until the amendment or other documentation has been completed.

(ii) Any Plan Revision request shall be accompanied by (A) a statement explaining the need for or purpose of the proposed revision, and (B) drawings and specifications and other related documents showing the proposed Plan Revision in reasonable detail, consistent with the original Plans and Specifications.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the Sunnydale Phase 1A-1 Required Infrastructure, to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment, or for setting monuments set forth on the Final Map (a form of bond for such monuments is appended hereto as Exhibit G-3), shall be released to the Subdivider, or its successors in interest, or reduced, pursuant to the procedures below as appropriate:

(a) One Year Warranty Bond. Upon the Director's issuance of a Notice of Completion for a portion of the Sunnydale Phase IA-A Required Infrastructure in accordance with Section 6(a), the Security shall be reduced as to that portion in accordance with Section 1770 of the Code. As to that portion, the Security remaining following such reduction is referred to herein as the "**Remaining Security**," which term shall also refer to all Security remaining after any release under this Subsection following the Director's issuance of a Notice of Completion for the final portion of Sunnydale Phase 1A-1 Required Infrastructure.

(b) Partial Release of Security. Notwithstanding the release provisions in Section 5(a) and except as provided in Sections 5(c), the Security may be reduced in conjunction with completion of any portion or component of the Sunnydale Phase 1A-1 Required Infrastructure to the satisfaction of the Director in compliance with Section 6(a) hereof to an amount determined by the Director that equals the actual cost of the completed portion or component of the Sunnydale Phase 1A-1 Required Infrastructure. Prior to the date that the conditions set forth in Section 5(c) are satisfied, in no event, however, shall the amount of the

Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Sunnydale Phase 1A-1 Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code or this Agreement; or (ii) ten percent (10%) of the original amount.

(c) Release of Remaining Security. Remaining Security shall be released when all of the following have occurred:

(i) One (1) year following the date of Acceptance (as defined below) of (or, as appropriate, a Certificate of Conformity regarding) the relevant portion the Sunnydale Phase 1A-1 Required Infrastructure, or, with respect to any specific claim of defects or deficiency in Sunnydale Phase 1A-1 Required Infrastructure after such has been Accepted, one (1) year following the date that any such defect or deficiency which the Director identified in the Sunnydale Phase 1A-1 Required Infrastructure in accordance with Section 8(a) has been corrected or waived in writing by the Director; and

(ii) The Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Sunnydale Phase 1A-1 Required Infrastructure have been filed against the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Director (or the Director's designee).

6. Completion and Acceptance.

(a) Director's Inspection. No sooner than ninety (90) days prior to the date that Subdivider intends to request the Director issue a Notice of Completion, Subdivider shall make a written request to the Director of the Subdivider's intent to initiate the Notice of Completion process ("**Letter of Intent to Request Notice of Completion**"). Upon written request from the Subdivider for a "**Notice of Completion**" as defined in the Code, accompanied with any and all materials that are required under Section 2(c)(iii) related to the Notice of Completion and any other materials that the Director deferred in writing at the time of approval of this Agreement, the Director shall initiate the inspection. If the Subdivider fails to submit a Letter of Intent to Request Notice of Completion, the Director need not consider the Subdivider's

request for the Director's issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to consider issuance of a Notice of Completion. If the Director determines that the Sunnydale Phase 1 A-1 Required Infrastructure has not been completed or does not satisfy the above requirements, Director shall notify Subdivider of such determination together with a statement setting forth with particularity the basis for that determination. If the Director determines that the Sunnydale Phase 1A-1 Required Infrastructure has been completed and meets the above requirements, the Director shall issue the Notice of Completion.

(b) Acceptance. "**Acceptance**" by the City of the Sunnydale Phase 1 A-1 Required Infrastructure, or portion thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Director has issued a Notice of Completion for the Sunnydale Phase 1 A-1 Required Infrastructure, or portion or component thereof in accordance with Section 6(a);

(ii) The Subdivider submits a written request to the Director to initiate acceptance legislation or other appropriate action, before the Board of Supervisors as appropriate. Such submission shall include any and all materials for which the Director authorized deferral under Section 2(c); and

(iii) The Board of Supervisors by ordinance or other appropriate action, accepts the Sunnydale Phase 1 A-1 Required Infrastructure, or portion thereof, for public use and maintenance in accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider's maintenance and warranty obligations under and Section 9(a) of this Agreement.

(c) Offers of Dedication. The owners' statements of the Final Map include or shall include certain irrevocable offers of dedication of improvements, easements shown only on the map, easements by agreement, and real property in fee simple. In addition, the offers of

dedication of improvements shall be made by separate instrument(s); the offers of dedication of real property in fee simple shall be made by separate instrument(s) and separate quitclaim deed(s); and the offers of dedication of easements shall be made by separate instrument(s). The Board of Supervisors shall accept, conditionally accept, or reject such offers. The City, at its discretion, may accept these easements at its convenience through formal action of the Board of Supervisors or as otherwise provided in local law. The Board of Supervisors shall also by ordinance accept, conditionally accept, or reject for public right-of-way and utility purposes the Sunnydale Phase 1A-1 Required Infrastructure (or a portion or component of the Sunnydale Phase 1A-1 Required Infrastructure) in accordance with Subsection 6(b). The Final Map includes certain offers of dedication as more particularly set forth therein. Upon the Director's issuance of a Notice of Completion for the Sunnydale Phase 1A-1 Required Infrastructure, or portion thereof, in accordance with Section 6(a) of this Agreement, the Board of Supervisors shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers.

(d) Dedication. In addition to accepting improvements, the City shall, except as set forth in Section 6(e), below, dedicate the Sunnydale Phase 1A-1 Required Infrastructure to public use and shall designate them for their appropriate public uses.

(e) Temporary Facilities and Private Infrastructure Shall Not Be Publicly Dedicated. Subdivider shall not offer for dedication the Temporary Facilities and Private Infrastructure. This infrastructure shall be owned, operated, and maintained by Subdivider, unless the City, at its sole discretion, decides to accept Temporary Facilities at a future date. The Temporary Sunrise Way shall be subject to an easement agreement between Subdivider and the City acting by and through its Department of Public Works (the "**Temporary Sunrise Way Easement**"). Subdivider and the City intend to execute the Temporary Sunrise Way Easement upon the Board of Supervisors approval to accept the easement. The Private Infrastructure and Temporary Facilities are integral components of the Sunnydale Phase 1A-1 Required Infrastructure and are necessary components of a fully functional utility system. Promptly upon Subdivider's request, the City shall inspect the Private Infrastructure and Temporary Facilities and the City shall issue a Certificate of Conformity for Private Infrastructure and Temporary Facilities that meet the standard for such set forth in Section 5 above. The Subdivider shall obtain a Certificate of Conformity for the Temporary Facilities and Private Infrastructure prior to

City Acceptance of the Sunnydale Phase 1A-1 Required Infrastructure (or portions or components thereof); provided, however, that the Director, in consultation with any affected City department, may grant an exception to this requirement on a case by case basis.

7. Subdivider's Maintenance Responsibility.

(a) General Maintenance and Liability Prior to Acceptance. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the Sunnydale Phase 1A-1 Required Infrastructure and shall bear the liability regarding the same consistent with the Code.

(b) Maintenance and Liability Following Acceptance. Following Acceptance, and subject to Sections 7(c) and 9(a), the City shall assume the responsibility of operating and maintaining and shall be liable for such Accepted Sunnydale Phase 1A-1 Required Infrastructure. City shall indemnify Subdivider and Master Developer and the officers, agents and employees of each of them from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims by third parties (“Losses”) to the extent first arising from and after City’s Acceptance of any applicable portion of the Sunnydale Phase 1A-1 Required Infrastructure, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the active negligence or willful misconduct of Subdivider, Master Developer, or a party for whom either of them is liable. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City’s cost of investigating any claims against the City. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed to mean that Subdivider is responsible (or that City shall have right to call upon the Security) for the repair, replacement, restoration, or maintenance of the Sunnydale Phase 1A-1 Required Infrastructure damaged by the actions of third parties following Acceptance by the City or by ordinary wear and tear or harm or damage from improper maintenance or operation of the Sunnydale Phase 1A-1 Required Infrastructure by the City, or any agent or agency of either.

(c) Privately Maintained Public Infrastructure and Private Infrastructure. The Sunnydale Phase 1A-1 Required Infrastructure includes the Privately Maintained Public

Infrastructure, facilities for which the City may accept ownership but place responsibility for maintenance and liability on Subdivider, and Private Infrastructure, facilities for which the Subdivider shall bear the liability and responsibility for maintenance. For both Privately Maintained Public Infrastructure and Private Infrastructure such responsibility will be set out in a “**Master Encroachment Permit.**” Notwithstanding any Acceptance by the City, the Parties understand and agree that Subdivider, its successor in interest as to one or more of the development parcels depicted on the Tentative Map (i.e., Lots 1, 2 and A inclusive), fronting property owner, or other private entity approved by the City, shall be responsible for the ongoing maintenance and liability of the Privately Maintained Public Infrastructure and Private Infrastructure. The maintenance and liability obligations for the Privately Maintained Public Infrastructure and Private Infrastructure shall be defined in a Master Encroachment Permit approved by the Board of Supervisors and/or, as to Infrastructure that is Privately Maintained Public Infrastructure, a similar agreement between Subdivider and the City (a “**Maintenance Agreement**”). The Master Encroachment Permit and Maintenance Agreement shall respectively provide for the designation of any successor to Subdivider’s responsibilities thereunder. Subdivider agrees that no portion of the Privately Maintained Public Infrastructure may be offered to the City for Acceptance until that infrastructure is included in an approved and executed Master Encroachment Permit and/or Maintenance Agreement.

(d) Protection of Sunnydale Phase 1 A-1 Required Infrastructure. Subdivider may, but shall not be obligated to, allow access by the public to portions of the Sunnydale Phase 1 A-1 Required Infrastructure that have been constructed but not Accepted. In order to protect the Sunnydale Phase 1 A-1 Required Infrastructure from damage and to minimize Subdivider’s exposure to liability until such time as the applicable Sunnydale Phase 1 A-1 Required Infrastructure, or portion thereof, is Accepted, Subdivider may erect a construction fence or other physical barrier around areas under construction, to be constructed in the future, or constructed but not Accepted, provided that Subdivider has procured all necessary permits and complied with all applicable laws. However, no construction fence or other physical barrier may be built or maintained if the Director determines that a construction fence or other physical barrier adversely affects public health or safety by unreasonably restricting the ingress and egress of the public to and from a public right of way. For purposes of the preceding sentence, if there exists an alternative means of ingress and egress other than the Sunnydale Phase 1 A-1 Required

Infrastructure, then the Director may not determine that the construction fence or other physical barrier constitutes an unreasonable restriction of ingress and egress of the public to and from a public right of way.

8. Intentionally Deleted.

9. Warranty and Indemnity.

(a) Warranty. Acceptance of Sunnydale Phase 1A-1 Required Infrastructure by the City shall not constitute a waiver of any defects. Subdivider covenants that all Sunnydale Phase 1A-1 Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period (a “**Warranty Period**”) of three (3) years for pump stations and (2) years for all other portions of the Sunnydale Phase 1A-1 Required Infrastructure. Such Warranty Period shall begin upon the issuance of a Notice of Completion for the Sunnydale Phase 1A-1 Required Infrastructure (or portion thereof) as specified in Section 1751.2 of the Code, except that the Warranty Period for plant materials and trees planted as part of the Sunnydale Phase 1A-1 Required Infrastructure shall not commence until the Director receives a certification from the City’s Construction Manager that a plant establishment period set in accordance with the Plans and Specifications has passed. During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, inspect, correct, repair or replace any defects in the Sunnydale Phase 1A-1 Required Infrastructure at its own expense. Should Subdivider fail to act with reasonable promptness to make such inspection, correction, repair or replacement, or should an emergency require that inspection, correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider’s ability to respond after notice), the City may, at its option, upon notice to Subdivider, make the necessary inspection, correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof. During the Warranty Period, the City shall hold the Subdivider’s Security, reduced as described in Section 5, to secure performance of Subdivider’s foregoing warranty obligations. Subdivider’s responsibility during the Warranty Period shall include repairing defects and defective material or workmanship, but not ordinary wear and tear or harm

or damage from improper maintenance or operation of the Sunnydale Phase 1A-1 Required Infrastructure by the City, or any agent or agency of either.

(b) Indemnity. For purposes of this Subsection, any capitalized term shall be defined consistent with the DA. Consistent with the DA, the indemnity provided in Section 6.13 of the DA shall apply to all work performed under this Agreement. DA Section 6.13 is reproduced here and made a part of this Agreement; such incorporation shall not limit, replace or alter the effect of DA Section 6.13. In the event of any difference between the text of DA Section 6.13 and the reproduction herein, the DA as executed shall govern.

Sec 6.13 of the DA: Indemnification

6.13.1 Indemnification of City. Developer shall Indemnify the City and its officers, agents and employees from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims (“Losses”) to the extent arising from Developer’s breach of or negligent performance (or nonperformance) of this Agreement, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the active negligence or willful misconduct of City. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City’s cost of investigating any claims against the City. All Indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement.

(c) Limitation on City Liability. The City shall not be an insurer or surety for the design or construction of the Sunnydale Phase 1A-1 Required Infrastructure pursuant to the approved Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Sunnydale Phase 1A-1 Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City.

10. Miscellaneous.

(a) Final Map Recordation. The City, in accordance with the Code, shall record the Final Map with the County Clerk in the Official Records of the City and County of San Francisco promptly upon Board of Supervisors' approval of the Final Map. The City shall notify Subdivider of the time of recordation. In the event the Final Map is not recorded within fifteen (15) days of approval, this Agreement shall be null and void.

(b) Independent Contractor. In performing its obligations under this Agreement, the Subdivider is an independent contractor and not an agent or employee of the City.

(c) Excusable Delay. All time periods in this Agreement shall be extended for Excusable Delay as defined in Section 12.5 of the DA, which is reproduced below. In the event of any difference between the text of DA Section 12.5 and the reproduction herein, the DA as executed shall govern.

12.5 Extension Due to Legal Action or Referendum; Excusable Delay.

12.5.1 Litigation and Referendum Extension. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

12.5.2 Excusable Delay. means the occurrence of an event beyond a Party's reasonable control which causes such Party's performance of an

obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism; inclement weather, fire, floods, earthquakes or other acts of God; epidemics or quarantine restrictions; litigation; unforeseen site conditions (including archaeological resources or the presence of hazardous materials); or the failure of any governmental agency, public utility or communication service provider to issue a permit, authorization, consent or approval required to permit construction within the standard or customary time period for such issuing authority following Developer's submittal of a complete application for such permit, authorization, consent or approval, together with any required materials. Excusable Delay shall not include delays resulting from the failure to obtain financing or have adequate funds, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for the permit, authorization or approval request. In the event of Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party's obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay, interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement, if the obligation is not completed within the time period as extended by the Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement.

(d) Developer Extension. All time periods in this Agreement shall be extended for the period of any “**Developer Extension**” as defined in Section 12.5 of the DA (which is reproduced in Section 10(c) of this Agreement) and subject to compliance with the Mitigation Measures (as defined in the DA). In the event of any difference between the text of DA Section 12.5 and the reproduction herein, the DA as executed shall govern.

(e) Notification for Invocation of Developer Extension. In the event that Subdivider invokes the Developer Extension, Subdivider shall promptly provide written notice to the Director. The notice required under this Subsection shall identify the nature of the extension and the length of the extension with respect to Subsection 2(b) of this Agreement.

(f) Attorneys’ Fees. Should any party hereto institute any action or proceeding in court or other dispute resolution mechanism (“**DRM**”) to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party, court or DRM costs or expenses incurred by the prevailing party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or DRM may adjudge to be reasonable attorneys’ fees for the services rendered the prevailing party in such action or proceeding. Attorneys’ fees under this Section 10(g) include attorneys’ fees on any appeal, and, in addition, a party entitled to attorneys’ fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action.

For purposes of this Agreement, reasonable fees of attorneys and any in-house counsel for the City or the Subdivider shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the City’s or the Subdivider’s in-house counsel’s services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City, or, in the case of the Subdivider’s in-house counsel, as employed by the outside counsel for the Subdivider.

(g) Notices.

(i) A notice or communication under this Agreement by either party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the Director of Public Works:

Director of Public Works
City and County of San Francisco
City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Infrastructure Task Force

With copies to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Public Works General Counsel
Reference: Sunnydale HOPE SF Phase 1A-1 and 1A-2

San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102
Attn: Molly Petrick and John Roddy
Reference: Sunnydale HOPE SF Phase 1A-1 and 1A-2

And in the case of a notice or communication to the Subdivider:

Sunnydale Infrastructure, LLC
1256 Market Street
San Francisco, CA 94102
Attn: Ramie Dare

With copies to:

Related/Sunnydale Infrastructure, LLC
44 Montgomery Street, #1300
San Francisco, CA 94104
Attn: Ann Silverberg

Farella Braun & Martel LLP
235 Montgomery Street, 17th Floor
San Francisco, CA 94104
Attn: Charles J. Higley

Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(A) the Section of this Agreement pursuant to which the notice is given and the action or response required, if any;

(B) if applicable, the period of time within which the recipient of the notice must respond thereto;

(C) if approval is being requested, shall be clearly marked "Request for Approval under the Sunnydale HOPE SF Phase 1A-1 and 1A-2 Public Improvement Agreement"; and

(D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(ii) Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

(iii) Any notice or request for review, consent, or other determination or action by the Director shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: “SUNNYDALE HOPE SF INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED.”

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto (as set forth in the DA), and upon such transfer, the Subdivider shall be released from its obligations hereunder. Any assignment of Subdivider’s rights and obligations under this Agreement shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director; provided, however, that if Subdivider assigns its rights under the DA as “Developer” (as defined therein as it relates to the affected real property), an assignment of this Agreement to the same assignee shall not require the Director’s approval so long as: (1) Subdivider provides notice of the intended transfer to the Director within five days of providing any required notice to the City under the DA; (2) Subdivider provides to the Director a copy of the executed DA assignment and assumption (which includes the transfer of rights and obligations under this Agreement); (3) the assignee provides replacement bonds that are consistent with Exhibits G-1, G-2 and G-3 in the amount required to secure any remaining obligations; and (4) the assignee provides proof of adequate insurance in the amount previously provided by Subdivider and by an insurer with an equal or better credit rating; and (5) the assignee has obtained all real estate rights and can satisfy all other conditions required to complete the work contemplated by this Agreement.

(i) Development Agreement. The City shall cooperate with the Subdivider consistent with the terms of the Development Agreement, including, without limitation, in obtaining applicable approvals required for the construction of the Sunnydale Phase 1A-1 Required Infrastructure.

(j) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party’s right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

(k) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Subdivider, any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City, or the Subdivider shall be for the sole and exclusive benefit of the named parties.

(l) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and the Subdivider. The Director of Public Works is authorized to execute on behalf of the City any amendment that the Director determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(n) Interpretation of Agreement. Unless otherwise provided in this Agreement or by applicable law, whenever approval, consent or satisfaction is required of the Subdivider or the City under to this Agreement, it shall not be unreasonably withheld or delayed. Nothing in this Agreement limits the scope of review and certification of completed improvements required under Section 1751.2(b) of the Code. Captions used in this Agreement are for convenience or reference only and shall not affect the interpretation or meaning of this Agreement.

This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have in the DA.

11. Insurance. Subdivider shall, at all times prior to Acceptance of the Sunnydale Phase 1A-1 Required Infrastructure, comply with the insurance requirements set forth in the DA and/or any applicable Permit to Enter. Subdivider shall furnish to the City from time to time upon request by the City's Risk Manager certificate of insurance (and/or, upon request by the City's Risk Manager a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider.

12. Recording.

(a) Recording Agreement. The Parties to this Agreement acknowledge that this Agreement shall be recorded against the title of the Property.

(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Sections 2 and 7, respectively. This Agreement shall not be interpreted as creating a lien or security interest against any parcel against which it is recorded, or to effect any secured interest now or in the future, as the obligations hereunder are personal to Subdivider and its successors and assigns as may be authorized pursuant to Section 10(i).

(c) Notice of Termination. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director of Public Works in consultation with affected City departments, the Parties shall record a Notice of Termination, a draft of which is contained in Exhibit H. Alternatively, Subdivider may request the Director's authorization to record a Notice of Termination with respect to an individual parcel. In evaluating such a request, approval of which shall be in the Director's reasonable discretion, the Director shall consider with respect to Sunnydale Phase 1 A-1 Required Infrastructure necessary to serve the parcel, whether: (i) all Sunnydale Phase 1 A-1 Required Infrastructure has been completed and accepted by the City, as applicable; (ii) all corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; and (iv) all warranty and guarantee periods have terminated.

IN WITNESS WHEREOF, the City, and Subdivider have executed this Agreement in one or more copies as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

SUBDIVIDER

By: Sunnydale Infrastructure, LLC

By: Ramie Pau

Name: RAMIE PAU

Its: VICE PRESIDENT

CITY AND COUNTY OF SAN FRANCISCO

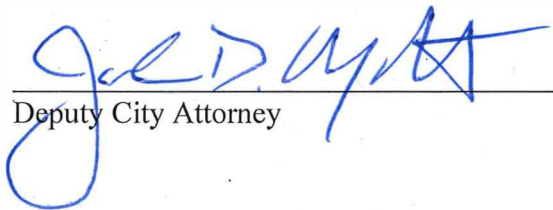
By: Mohammed Nuru

Its: Director of Public Works

APPROVED AS TO FORM:

DENNIS J. HERRERA

CITY ATTORNEY



Deputy City Attorney

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 SAN FRANCISCO }
On SEPTEMBER 12, 2019 before me, CLAUDIA FLORES, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared RAMIE DARE
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.



Place Notary Seal and/or Stamp Above

Signature Claudia Flores
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: _____

LIST OF EXHIBITS

Exhibit A - Plans and Specifications

Exhibit B - Estimated Costs

Exhibit C - Documents required with Public Improvement Agreement

Exhibit D - Subdivider Letter Request for Deferral and Conditions for Deferred Compliance

Exhibit E - List of documents required by City in order to issue a Notice of Completion

Exhibit F - List of documents required by the City in order to make a Request for Acceptance

Exhibit G-1 - Performance Bond

Exhibit G-2 - Payment Bond

Exhibit G-3 - Monument Bonds

EXHIBIT A

Plans and Specifications

The Sunnydale HOPE SF Phase 1A-1 and 1A-2 Street Improvement Permit Plans prepared by kpff Engineers, dated May 17, 2019

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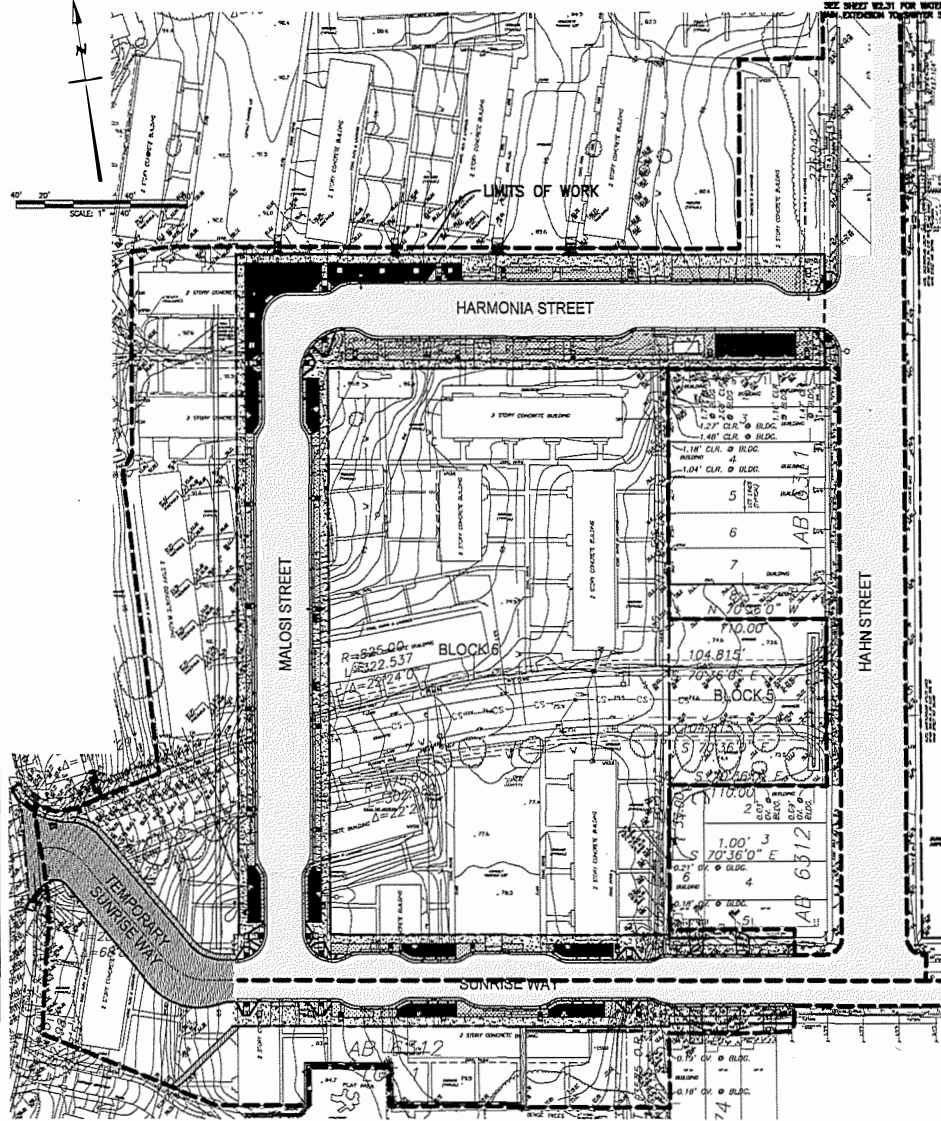
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INT2	JOINT TRENCH INTENT PLAN (WAVC)
INT3	JOINT TRENCH INTENT PLAN (WAVC)

SUNNYDALE HOPE SF

PHASE 1A-1 & 1A-2

STREET IMPROVEMENT PLANS



OWNER:
THE HOUSING AUTHORITY OF THE CITY & COUNTY OF SAN FRANCISCO
SAN FRANCISCO HOUSING AUTHORITY
1816 OBERT
SAN FRANCISCO, CA 94104
TEL: 415-776-8550
CONTACT: JASMINE KUO

SUBDIVISION MASTER DEVELOPER:
SUNNYDALE INFRASTRUCTURE, LLC
1546 MARKET STREET
SAN FRANCISCO, CA 94102
TEL: 415-555-7118
CONTACT: RAMON DARE

SURVEYOR:
WARTMAN ASSOCIATES, INC.
850 HARRISON STREET, SUITE 200
SAN FRANCISCO, CA 94107
TEL: 415-243-4200
CONTACT: BRUCE DOWNEY

CIVIL ENGINEER:
KPPFF CONSULTING ENGINEERS
45 FROST STREET, 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 766-1099
CONTACT: CORY RYANSON

MASTER PLAN ARCHITECT:
VAN NEMER WILLIAMS POLLACK LLP
333 BAY STREET, SUITE 200
SAN FRANCISCO, CA 94107
(415) 774-4327
CONTACT: KAREN MURRAY

LANDSCAPE ARCHITECT:
MERRILL MORRIS PARTNERS
24 FRONT STREET
SAN FRANCISCO, CA 94111
(415) 392-8888
CONTACT: KATHY SUBOTA

DRY UTILITY JOINT TRENCH DESIGNER:
GACAL ONE DESIGN SERVICES, INC.
5080 BOND STREET, SUITE 345
PLEASANTON, CA 94588
(925) 467-1746
CONTACT: PAUL GACAL ONE

WATER UTILITY CONSULTANT FOR KPPFF:
AVRA & ASSOCIATES CONSULTING ENGINEERS
490 FRONT STREET, SUITE 1415
SAN FRANCISCO, CA 94102
(415) 764-3223
CONTACT: ERNESTO VAVIA

STORMWATER INFRASTRUCTURE ENGINEER:
MCDORR
815 SECOND AVENUE, SUITE 280
SEATTLE, WA 98104
(206) 222-0228
CONTACT: TOM VON SCHRADER

PHASE 1 & 2 ENVIRONMENTAL ENGINEERS:
AMEN ENGINEERING, INC.
55 NEVY MONTGOMERY STREET, SUITE 722
SAN FRANCISCO, CA 94105
(415) 465-4000
CONTACT: KEN LEUNG

GEO TECHNICAL ENGINEER:
ENEO, INC.
101 CALIFORNIA STREET, SUITE 875
SAN FRANCISCO, CA 94111
(415) 814-7998
CONTACT: LEROY CHAN



SUNNYDALE INFRASTRUCTURE, LLC

PHASE 1A-1 & 1A-2 STREET IMPROVEMENT PLANS

TITLE SHEET

Date	Revisions
11-13-17	30% SUBMITTAL
08-20-18	100% SUBMITTAL
11-21-18	100% SUBMITTAL
02-04-19	100% RESUBMITTAL
04-22-19	100% RESUBMITTAL
05-17-19	100% RESUBMITTAL

Engineer's Stamp

NOT FOR CONSTRUCTION

Issue Date: 2019-04-15
Drawn By: DL
Checked By: CB
Project No.: 1600107
Sheet No.: C0.1

Street Improvement Permit Sheet Index and Specifications

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- C9.6 DETAILS

- C9.7 DETAILS
- C10.1 FIRE TRUCK TURNING PLAN
- C10.2 FIRE TRUCK TURNING PLAN

POTABLE WATER & AWSS DRAWINGS

- W1.1 WATER MAIN & AWSS INSTALLATION NOTES
- W1.2 OVERALL WATER MAIN & AWSS LAYOUT PLAN
- W2.0 SANTOS STREET WATER MAIN PLAN AND PROFILE
- W2.1 SUNRISE WAY WATER MAIN & AWSS PLAN AND PROFILE
- W2.11 SUNRISE WAY & SAWYER STREET WATER MAIN PLAN AND PROFILE
- W2.2 HARMONIA STREET WATER MAIN PLAN AND PROFILE
- W2.3 HARDEEN STREET WATER MAIN PLAN AND PROFILE
- W2.31 HAHN STREET WATER MAIN PLAN AND PROFILE
- W2.32 SUNNYDALE AVENUE WATER MAIN PLAN AND PROFILE
- W3.1 WATER MAIN & AWSS INSTALLATION DETAILS 1 OF 3
- W3.2 WATER MAIN & AWSS INSTALLATION DETAILS 2 OF 3
- W3.3 WATER MAIN & AWSS INSTALLATION DETAILS 3 OF 3

STORMWATER MANAGEMENT DRAWINGS

- G1.1 STORMWATER NOTES AND KEY MAP
- SD1.1 STORMWATER PLANS AND PROFILES
- SD1.2 STORMWATER PLANS AND PROFILES
- SD1.3 STORMWATER PLANS AND PROFILES
- D1.0 STORMWATER DETAILS
- D1.1 STORMWATER DETAILS
- D1.2 STORMWATER DETAILS
- D1.3 STORMWATER DETAILS

LANDSCAPE DRAWINGS

- L1.1 SUNRISE WAY STREETScape LAYOUT PLAN
- L1.2 HARMONIA STREET STREETScape LAYOUT PLAN
- L1.3 HARDEEN STREET STREETScape LAYOUT PLAN
- L1.4 HARDEEN STREET SWITCHGEAR SCREEN LAYOUT
- L2.1 SUNRISE WAY STREETScape PLANTING PLAN
- L2.2 HARMONIA STREET STREETScape PLANTING PLAN
- L2.3 HARDEEN STREET STREETScape PLANTING PLAN
- IP1.0 IRRIGATION LEGEND & NOTES
- IP1.1 SUNRISE WAY IRRIGATION PLAN
- IP1.2 HARMONIA STREET IRRIGATION PLAN
- IP1.3 HARDEEN STREET IRRIGATION PLAN AND CALCULATIONS
- IP2.0 IRRIGATION DETAILS
- IP2.1 IRRIGATION DETAILS
- IP2.2 IRRIGATION DETAILS
- IP2.3 IRRIGATION DETAILS

JOINT TRENCH DRAWINGS

- JT1 JOINT TRENCH COMPOSITE TITLE SHEET

- JT2 JOINT TRENCH GENERAL NOTES & DETAILS
- JT3 JOINT TRENCH SECTIONS & DETAILS
- JT4 JOINT TRENCH COMPOSITE PLAN
- JT5 JOINT TRENCH COMPOSITE PLAN

PUBLIC SAFETY CONDUIT & STREET LIGHT DRAWINGS

- PuSL1 PUBLIC STREET LIGHTING TITLE SHEET
- PuSL2 PUBLIC STREET LIGHTING DETAIL SHEET
- PuSL3 PUBLIC STREET LIGHTING SITE PLAN
- PuSL4 PUBLIC STREET LIGHTING SITE PLAN
- PS1 PUBLIC SAFETY CONDUIT PLAN

PUBLIC SAFETY CONDUIT & STREET LIGHT DRAWINGS

- PH1 SITE PHOTOMETRICS - NORTH
- PH2 SITE PHOTOMETRICS - SOUTH

ELECTRICAL DRAWINGS

- E1 ELECTRIC CONSTRUCTION DRAWING
- E2 ELECTRIC CONSTRUCTION DRAWING
- 4KV SKETCH

JOINT TRENCH INTENT DRAWINGS

- INT2 JOINT TRENCH INTENT PLAN (COMCAST)
- INT3 JOINT TRENCH INTENT PLAN (COMCAST)
- INT2 JOINT TRENCH INTENT PLAN (ATT)
- INT3 JOINT TRENCH INTENT PLAN (ATT)
- INT2 JOINT TRENCH INTENT PLAN (WAVE)
- INT3 JOINT TRENCH INTENT PLAN (WAVE)

PROJECT MANUAL

Sunnydale 1A-1 and 1A-2 Street Improvement Permit Specifications
dated May 17, 2019 and prepared by kpff

EXHIBIT B

Estimated Costs

See attached schedule of values

EXHIBIT B: LIST OF COSTS

Item	Description	Quantity	UOM	Unit Price	Total Price
10	Mobilization (5% of Direct Construction Costs)	1	LS	\$ 487,598.00	\$ 487,598.00
20	Earthwork & Paving	1	LS	\$ 1,559,000.00	\$ 1,559,000.00
30	Concrete - Concrete Road Base & Site Concrete	1	LS	\$ 1,585,000.00	\$ 1,585,000.00
40	Wet Utilities - Combined Sewer, LP Water, & AWSS	1	LS	\$ 2,857,906.00	\$ 2,857,906.00
50	Joint Trench	1	LS	\$ 1,509,400.00	\$ 1,509,400.00
60	Electrical & Street Lighting - Installation	1	LS	\$ 217,500.00	\$ 217,500.00
65	Procure Street Light Poles & Fixtures	1	LS	\$ 290,000.00	\$ 290,000.00
70	Shoring - Design	1	LS	\$ 10,000.00	\$ 10,000.00
80	Shoring - Installation	1	LS	\$ 499,400.00	\$ 499,400.00
85	Shoring - Material Procurement	1	LS	\$ 408,600.00	\$ 408,600.00
90	Landscaping & Irrigation	1	LS	\$ 856,157.00	\$ 856,157.00
100	Miscellaneous Metals & Painting	1	LS	\$ 167,000.00	\$ 167,000.00
800	Allowances	1	LS	\$ 752,900.00	\$ 752,900.00
900	Contractor's Contingency	1	LS	\$ 510,058.00	\$ 510,058.00
910	General Conditions	7	Mos	\$ 113,904.00	\$ 797,328.00
920	General Requirements	7	Mos	\$ 107,668.00	\$ 753,676.00
930	Nibbi Insurance	1	LS	\$ 210,413.00	\$ 210,413.00
940	Nibbi Performance and Payment Bonds	1	LS	\$ 98,728.00	\$ 98,728.00
950	Nibbi Overhead & Profit	7	Mos	\$ 74,067.00	\$ 518,469.00
960	City of San Francisco Business Tax	1	LS	\$ 54,442.00	\$ 54,442.00
	TOTAL				\$ 14,143,575.00

EXHIBIT C

Documentation Required for Public Improvement Agreement

1. Approved Street Improvement Permit
2. Offer of improvements
3. Offer of dedication including quitclaim deed
4. Public easement agreements
5. Payment and performance bonds and monument bonds
6. Maintenance matrix

EXHIBIT D

Subdivider Letter Request for Items Deferred and Conditions for Deferred Compliance



May 21, 2019

Bruce Storrs
City and County Surveyor
1155 Market Street, 3rd Floor
San Francisco, CA 94103

Barbara Moy
San Francisco Department of Public Works
30 Van Ness, Suite 4200
San Francisco CA 94102

Re: Sunnydale HOPE SF Phase 1A-1 and 1A-2 (Phase 1 Final Map) Request
for Deferrals

Dear Bruce and Barbara:

This letter of request for deferrals as described below is in addition to the letter request for exceptions dated April 19, 2019. We request the City approve the deferral of the items below as described.

1. Sidewalk legislation The Tentative Map Conditions of Approval includes the following DPW-BSM Condition #7: "A Street Improvement Permit shall not be approved and issued until all other City design requirements and agency requirements, including but not limited to sidewalk legislation, approval from SFPUC, approval from Public Works Hydraulics, approval from SFFD, approval from SFMTA, approval from Public Works Structural, and approval from the Public Works Disability Access Coordinator are granted unless otherwise stated by Public Works."

We are working to start the construction of infrastructure improvements per an approved Street Improvement Permit and other permits, and under an Infrastructure Permitting Agreement on June 10, 2019. We are also planning for a Public Improvement Agreement for this work to be brought to the Board of Supervisors for approval in early September 2019. The

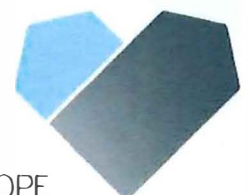
Mercy Housing California

1256 Market Street, San Francisco, California 94102 o | 415-355-7100 f | 415-355-7101

mercyhousing.org

Mercy Housing is sponsored by communities of Catholic Sisters

LIVE IN HOPE



scope includes the construction of a new sidewalk on the west side of Hahn Street, located where the Blythdale right of way will be vacated. We request a deferral of the sidewalk legislation until such time as the offer of the improvements are submitted to the Board of Supervisors for acceptance. We will submit the sidewalk legislation application in Summer 2019.

2. Master Homeowner Association Covenants, Conditions and Restrictions. Per City standard, these are submitted concurrently with the Infrastructure Permitting Agreement and the Public Improvement Agreement. However, we request a deferral of the CCR's prior to the first Temporary Certificate of Occupancy (TCO) in this Phase. We are working to develop a master association for the entire Sunnydale HOPE SF development, which will require us to develop an association budget and structure. We need to conduct some conceptual design of privately-owned open spaces in future phases and to develop a governance structure in partnership with MOHCD and the HOPE SF Director. A deferral of the CCR's to the first TCO in this Phase will allow us time to develop the appropriate CCRs for this mixed income development.
3. Master Major Encroachment Permit and Maintenance Agreement. A deferral is requested to the Notice of Completion for this Phase of infrastructure improvements. This deferral will provide the Subdivider time to work on the master major encroachment permit application, which is a new process. The deferral will also allow for the Subdivider and the City to work on the form of the Agreement and to schedule the item for Board of Supervisors approval.

Please contact me at rdare@mercyhousing.org or (415) 355-7118 if you require additional information to address this request. Thank you.

Sincerely,



Ramie Dare

Director of Real Estate



May 22, 2019

Bruce Storrs
City and County Surveyor
1155 Market Street, 3rd Floor
San Francisco, CA 94103

Barbara Moy
San Francisco Department of Public Works
30 Van Ness, Suite 4200
San Francisco CA 94102

Re: Sunnydale HOPE SF Phase 1A-1 and 1A-2 (Phase 1 Final Map) Request
for Design Modifications and Exceptions

Dear Bruce and Barbara:

As you know, Sunnydale Development Co., LLC filed a tentative map to subdivide the existing Sunnydale/Velasco public housing site for the Sunnydale HOPE SF Project. We plan to submit shortly the check print of the Final Map for Phase 1, which encompasses development Phases 1A-1 and 1A-2 of infrastructure and housing blocks 5 and 6.

The purpose of this letter is to request the City's approval of the following exceptions to the Subdivision Regulations or DPW Order:

- 1) Installing HDPE piping within the public right-of-way for the combined sewer main and laterals. An exception to Section XV(B)(3) of the Subdivision Code is requested to allow for the new storm drain laterals and main in the combined sewer system main 36" in diameter and smaller to be constructed using HDPE SDR 17 pipe in lieu of vitrified clay pipe (VCP), which is typically used for the combined sewer system. HDPE piping was selected due to the pipe diameter of the lateral (6") not being available in certain materials as well as the durable nature of the material. Because

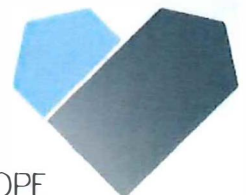
Mercy Housing California

1256 Market Street, San Francisco, California 94102 o | 415-355-7100 f | 415-355-7101

mercyhousing.org

Mercy Housing is sponsored by communities of Catholic Sisters

LIVE IN HOPE



temporary Sunrise Way will provide public access via a sidewalk and street, and these utilities: new water main, backflow preventer and streetlights.

- b) The existing sewer line located in the segment of the Blythdale right of way that will be vacated will remain under two utility easements. The utility easement over the eastern length of the sewer line will be terminated once the new sewer line in the Sunrise Way is constructed and approved. The second utility easement for the more westerly length of sewer line will remain until the development of Phase 1B (Final Map Phase 3), when it will be terminated.
 - c) A new sewer line will be constructed that will terminate in a stub located just north of the future Lot C right of way. This sewer line stub will be maintained by SFPUC and will provide a connection to future sewer service in the next development phase.
- 4) City approval of exceptions and design modifications as shown in the Street Improvement Permit plans for Final Map Phase 1 that would be effective when the City approves the Street Improvement Permit plans. This catch-all approval will allow for the timely construction of the improvements per the City approved street improvement permit plans. Our timeline for infrastructure construction affects our ability to start construction on the Block 6 affordable housing, which much begin in September 2019 due to state funding requirements. This request would be an exception to the Subdivision Regulations Appendix B- Technical Specifications Related to the Engineering Documents, as applicable.

Please contact me at rdare@mercyhousing.org or (415) 355-7118 if you require additional information to address this request. Thank you.

Sincerely,



Ramie Dare

Director of Real Estate

Exhibit E

List of documents required by City in order to issue a Notice of Completion

1. Developer Request Letter for Determination of Completeness (“DOC”)
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. Construction Manager Completion Notice
7. City Final Punch-list Approval
8. Utility Conformance Letter
9. As-Built Plan Approval
10. Recorded Notice of Completion
11. Survey Monuments
12. Test Reports
13. Joint Trench Conduits mandrel test
14. Confirmation of Removal of all Non-Compliance Reports (“NCR”)
15. Confirmation of all Change Orders/Instructional Bulletins
16. Confirmation from City that Spare Parts have been provided (as applicable)
17. Operation and Maintenance Manuals
18. NOC Recommendation from Public Works

Exhibit F

List of documents required by the City in order to make a Request for Acceptance

1. Developer Request for Acceptance Letter
2. Lien Notification to General Contractor and Subs
3. Utility Bill of Sale
4. 3rd Party Reimbursement Checks-Copies
5. Assignment of Warranties and Guaranties
6. License Agreements (as applicable)
7. Mechanic's Lien Guarantee
8. Modified Offers of Improvements (as applicable)
9. Updated Grant Deeds (as applicable)

EXHIBIT G-1
Performance Bond

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Baines-Nibbi JV
1000 Brannan Street, Suite 102
San Francisco, CA 94103

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
1340 Treat Blvd, Suite 400
Walnut Creek, CA 94597

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Mailing Address for Notices

1340 Treat Blvd, Suite 400
Walnut Creek, CA 94597

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Sunnydale Infrastructure, LLC
1256 Market Street
San Francisco, CA 94102

CONSTRUCTION CONTRACT

Date: June 13, 2019

Amount: \$ 14,143,575.00 (Fourteen Million One Hundred Forty Three Thousand Five Hundred Seventy Five and 00/100---Dollars)

Description:

(Name and location)

Sunnydale Hope SF Phase 1A-1 & 1A-2 Site Improvements

BOND

Date: June 18, 2019

(Not earlier than Construction Contract Date)

Amount: \$ 14,143,575.00 (Fourteen Million One Hundred Forty Three Thousand Five Hundred Seventy Five and 00/100---Dollars)

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Baines-Nibbi JV

(Corporate Seal)

SURETY

Company:

Liberty Mutual Insurance Company

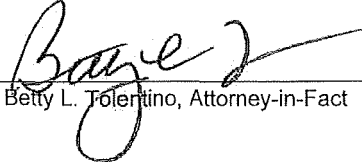
(Corporate Seal)

Signature:



Name and Title: Robert L. Nibbi
President

Signature:



Name and Title: Betty L. Tolentino, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher & Co.
1255 Battery Street, Suite 450
San Francisco, CA 94111

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

See attached additional obligee rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

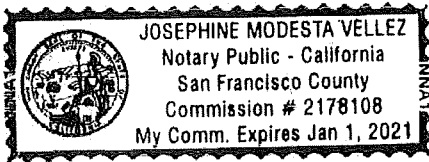
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Francisco }

On June 19, 2019 before me, Josephine Modesta Vellez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert L. Nibbi
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.

Place Notary Seal and/or Stamp Above

Signature *Josephine Modesta Vellez*
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: A312 - Performance Bond 070207437 - Sunnydale Infrastructure

Document Date: 06/18/2019 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Nibbi

Signer's Name: _____

Corporate Officer – Title(s): President

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On June 18, 2019 before me, Virginia L. Ledford-Black, Notary Public
(insert name and title of the officer)

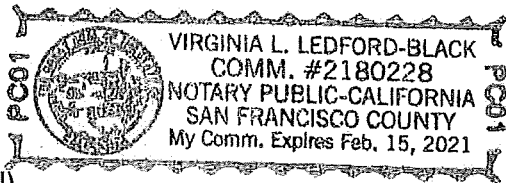
personally appeared Be y L. Tolentino,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

Virginia L. Ledford-Black (Seal)





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: 8197921-024125

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, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California 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 7th day of November, 2018.



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

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of November, 2018 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
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:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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 18th day of June, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On June 18, 2019 before me, Virginia L. Ledford-Black, Notary Public
(insert name and title of the officer)

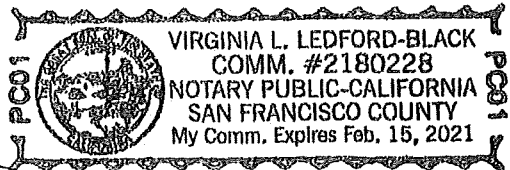
personally appeared Betty L. Tolentino,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

Virginia L. Ledford-Black (Seal)





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: 8197921- 024125

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, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California 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 7th day of November, 2018.



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

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

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COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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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 18th day of June, 2019.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT G-2

Payment Bond

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Baines-Nibbi JV
1000 Brannan Street, Suite 102
San Francisco, CA 94103

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
1340 Treat Blvd, Suite 400
Walnut Creek, CA 94597

Mailing Address for Notices

1340 Treat Blvd, Suite 400
Walnut Creek, CA 94597

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Sunnydale Infrastructure, LLC
1256 Market Street
San Francisco, CA 94102

CONSTRUCTION CONTRACT

Date: June 13, 2019

Amount: \$ 14,143,575.00 (Fourteen Million One Hundred Forty Three Thousand Five Hundred Seventy Five and 00/100---Dollars)

Description:

(Name and location)

Sunnydale Hope SF Phase 1A-1 & 1A-2 Site Improvements

BOND

Date: June 18, 2019

(Not earlier than Construction Contract Date)

Amount: \$ 14,143,575.00 (Fourteen Million One Hundred Forty Three Thousand Five Hundred Seventy Five and 00/100---Dollars)

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Baines-Nibbi JV

(Corporate Seal)

SURETY

Company:

Liberty Mutual Insurance Company

(Corporate Seal)

Signature:

Name: Robert L. Nibbi
and Title: President

Signature:

Name: Betty L. Tolentino, Attorney-in-Fact
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher & Co.
1255 Battery Street, Suite 450
San Francisco, CA 94111

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

See attached additional obligee rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

CALIFORNIA 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 San Francisco }

On June 19, 2019 before me, Josephine Modesta Vellez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert L. Nibbi
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.



Place Notary Seal and/or Stamp Above

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 *Josephine Modesta Vellez*
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: A312 - Payment Bond 070207437 - Sunnydale Infrastructure

Document Date: 06/18/2019 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Nibbi

Corporate Officer - Title(s): President

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

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State of California
County of San Francisco)

On June 18, 2019 before me, Virginia L. Ledford-Black, Notary Public
(insert name and title of the officer)

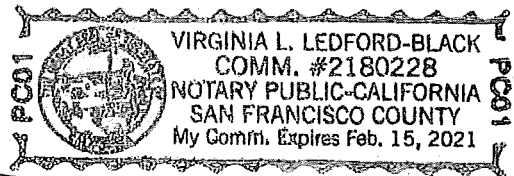
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Signature

Virginia L. Ledford-Black (Seal)





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The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197921- 024125

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By: David M. Carey
David M. Carey, Assistant Secretary

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Notarial Seal
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Teresa Pastella, Notary Public

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of June, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

EXECUTED IN DUPLICATE



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

RIDER ADDING ADDITIONAL OBLIGEE

This rider is to be attached to and form a part Performance and Payment bonds No. 070207437, dated the 18th day of June, 2019 executed by LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), on behalf of Baines-Nibbi, JV

_____, as principal (the "Principal"),
in favor of Sunnydale Infrastructure, LLC
_____, as obligee (the "Primary Obligee").

WHEREAS, the Principal has by written agreement dated the 13th day of June, 2019, entered into a contract (the "Contract") with the Primary Obligee for: Sunnydale Hope SF Phase 1A-1 & 1A-2 Site Improvements

WHEREAS, the Primary Obligee has requested that the Principal and the Surety execute and deliver to the Primary Obligee the Bond in connection with the Contract.

WHEREAS, the Primary Obligee has requested that the Principal and the Surety execute and deliver to the Primary Obligee this Rider to add additional obligee(s) (the Additional Obligee(s)) under the Bond.

NOW THEREFORE, the undersigned hereby agree and stipulate that Sunnydale, LP, Housing Authority of the City and County of San Francisco, and the City and County of San Francisco, shall be added to the Bond as Additional Obligee(s), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bonds to the Primary Obligee and/or the Additional Obligee(s) unless the Primary Obligee and/or the Additional Obligee(s) shall make payments to the Principal strictly in accordance with the terms of the Contract, and shall perform all other obligations to be performed under said Contract in accordance with the Contract terms.
2. The aggregate liability of the Surety hereunder to the Primary Obligee and/or the Additional Obligee(s) shall be limited to the penal sum of the Bonds and Surety upon making payment hereunder shall be subrogated to and entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against the Principal or any other party liable to the payee on the discharged obligation.
3. The Additional Obligee(s) rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. At the Surety's election, any payment due under the Bond may be made by joint check payable to the Primary and/or any Additional Obligee(s).

This Rider is effective the 18th day of June, 2019.

IN WITNESS WHEREOF, said Principal and the Surety have caused these presents to be duly signed this 18th day of June, 2019.

Baines-Nibbi, JV
(Principal)

By:
Title: President
Date: 6/19/19

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By:
Title: Attorney-in-Fact - Betty L. Tolentino, Attorney-in-Fact
Date: June 18, 2019

CALIFORNIA 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 San Francisco }

On June 19, 2019 before me, Josephine Modesta Vellez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert L. Nibbi
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.



Place Notary Seal and/or Stamp Above

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 *Josephine Vellez*
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: Rider adding Additional Obligee - Sunnydale Infrastructure

Document Date: 06/18/2019 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Nibbi

Corporate Officer – Title(s): President

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: _____

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

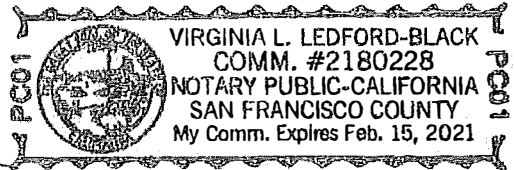
On June 18, 2019 before me, Virginia L. Ledford-Black, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino
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 Virginia L. Ledford-Black (Seal)





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: 8197921- 024125

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, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California 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 7th day of November, 2018.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of November, 2018 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 20, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
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:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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 18th day of June, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT G-3
Monument Bonds

Bond No. 070207438
Premium: \$100.00

BOND FOR SECURITY OF INSTALLATION OF MONUMENTS

WHEREAS, the City Council of the City & County of San Francisco, State of California and Baines-Nibbi, JV, (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 Sunnydale * is hereby referred to and made a part hereof; and Hope SF Development - Phase 1A-1 & 1A-2 - Monument 1

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, Baines-Nibbi, JV the Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the City & County of San Francisco hereinafter called "The City", in the penal sum of Five Thousand Six Hundred Twenty Five DOLLARS (\$ 5,625.00) 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 bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the 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 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 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 19th day of June, 2019.

Principal:

Baines-Nibbi, JV

By: 

President

Title

Surety:

Liberty Mutual Insurance Company

By: 

M. Moody, Attorney-in-Fact

CALIFORNIA 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 San Francisco }

On June 20, 2019 before me, Josephine Modesta Vellez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert L. Nibbi
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.



Place Notary Seal and/or Stamp Above

Signature *Josephine M Vellez*
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 Bond for Security of Installation of
Title or Type of Document: Monuments - Sunnydale Infrastructure

Document Date: 6/19/2019 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Nibbi

Corporate Officer - Title(s): President

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: _____

ACKNOWLEDGMENT

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

State of California
County of San Francisco

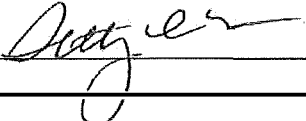
On June 19, 2019 before me, Betty L. Tolentino, Notary Public
(insert name and title of the officer)

personally appeared M. Moody,
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)



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: 8197921- 024125

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, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittaney Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California 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 7th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of November, 2018 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

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:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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 19th day of June, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Bond No. 070207439
Premium: \$100.00

BOND FOR SECURITY OF INSTALLATION OF MONUMENTS

WHEREAS, the City Council of the City & County of San Francisco, State of California and Baines-Nibbi, JV, (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 Sunnydale * is hereby referred to and made a part hereof; and Hope SF Development - Phase 1A-1 & 1A-2 - Monument 2

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, Baines-Nibbi, JV the Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the City & County of San Francisco, hereinafter called "The City", in the penal sum of Five Thousand Six Hundred Twenty Five DOLLARS (\$ 5,625.00) 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 bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the 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 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 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 19th day of June, 2019.

Principal:

Baines-Nibbi, JV

By: 

President

Title

Surety:

Liberty Mutual Insurance Company

By: 

M. Moody, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

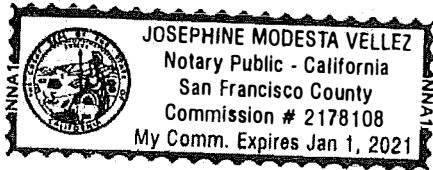
CIVIL CODE § 1189

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 San Francisco }

On June 20, 2019 before me, Josephine Modesta Vellez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert L. Nibbi
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.



Place Notary Seal and/or Stamp Above

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 Josephine M Vellez
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 Bond for Security of Installation of
Title or Type of Document: Monuments - Sunnydale Infrastructure

Document Date: 6/19/2019 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Nibbi
 Corporate Officer – Title(s): President
 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: _____

ACKNOWLEDGMENT

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State of California
County of San Francisco)

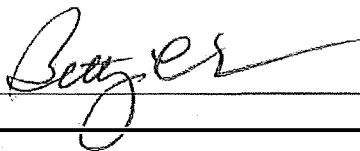
On June 19, 2019 before me, Betty L. Tolentino, Notary Public
(insert name and title of the officer)

personally appeared M. Moody,
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)





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: 8197921- 024125

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, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California 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 7th day of November, 2018.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of November, 2018 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
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:

ARTICLE IV- OFFICERS: Section 12. Power of Attorney.

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.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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 19th day of June, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No. 070207440
Premium: \$100.00

BOND FOR SECURITY OF INSTALLATION OF MONUMENTS

City & County of
San Francisco

WHEREAS, the City Council of the _____, State of California and Baines-Nibbi, JV _____, (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 Sunnydale * _____ is hereby referred to and made a part hereof; and Hope SF Development - Phase 1A-1 & 1A-2 - Monument 3

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, Baines-Nibbi, JV _____ the Principal and Liberty Mutual Insurance Company _____ as Surety, are held and firmly bound unto the City & County of San Francisco _____, hereinafter called "The City", in the penal sum of Five Thousand Six Hundred Twenty Five DOLLARS (\$ 5,625.00) 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 bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the 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 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 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 19th day of June, 2019.

Principal:

Baines-Nibbi, JV

By: 

President

Title

Surety:

Liberty Mutual Insurance Company

By: 

M. Moody, Attorney-in-Fact

CALIFORNIA 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 San Francisco }

On June 20, 2019 before me, Josephine Modesta Vellez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert L. Nibbi
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.



Place Notary Seal and/or Stamp Above

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: *Josephine Modesta Vellez*
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 Bond for Security of Installation of
Title or Type of Document: Monuments - Sunnydale Infrastructure

Document Date: 6/19/2019 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Nibbi Signer's Name: _____
 Corporate Officer – Title(s): President Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On June 19, 2019 before me, Betty L. Tolentino, Notary Public
(insert name and title of the officer)

personally appeared M. Moody
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)



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: 8197921- 024125

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, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California 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 7th day of November, 2018.



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

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarant...

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of November, 2018 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

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:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
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.
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
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 19th day of June, 2019.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No. 070207441

Premium: \$100.00

BOND FOR SECURITY OF INSTALLATION OF MONUMENTS

City & County of
San Francisco

WHEREAS, the City Council of the Baines-Nibbi, JV, State of California and Baines-Nibbi, JV, (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 Sunnydale * is hereby referred to and made a part hereof; and Hope SF Development - Phase 1A-1 & 1A-2 - Monument 4

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, Baines-Nibbi, JV the Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto the City & County of San Francisco hereinafter called "The City", in the penal sum of Five Thousand Six Hundred Twenty Five DOLLARS (\$ 5,625.00) 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 bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the 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 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 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 19th day of June, 2019.

Principal:

Baines-Nibbi, JV

By: 

President

Title

Surety:

Liberty Mutual Insurance Company

By: 

M. Moody, Attorney-in-Fact

CALIFORNIA 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 San Francisco }

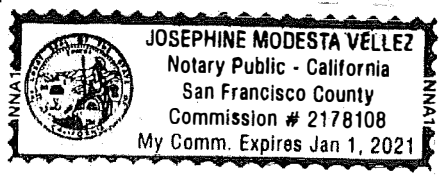
On June 20, 2019 before me, Josephine Modesta Vellez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert L. Nibbi
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.



Place Notary Seal and/or Stamp Above

Signature *Josephine M. Vellez*
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 Bond for Security of Installation of
Title or Type of Document: Monuments - Sunnydale Infrastructure

Document Date: 6/19/2019 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert L. Nibbi
 Corporate Officer – Title(s): President
 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: _____

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

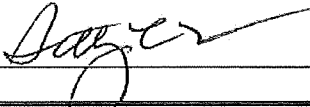
On June 19, 2019 before me, Betty L. Tolentino, Notary Public
(insert name and title of the officer)

personally appeared M. Moody
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)



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: 8197921- 024126

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, Julia Ortega, Susan M. Exline, Gillian Bhaskaran, all of the city of Lafayette state of California; Susan Hecker, M. Moody, Janet C. Rojo, R.A Bass, Virginia L. Black, Brittany Kavan, T. Le, Maureen O'Connell, Kevin Re, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian

all of the city of San Francisco state of California 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 7th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of November, 2018 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

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:

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ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. 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 19th day of June, 2019.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.