COUNTY OF SAN JOAQUIN

DEPARTMENT OF PUBLIC WORKS
P.O. BOX 1810-1810 HAZELTON AVENUE
STOCKTON CALIFORNIA 95201
(209) 468-3000
FAX# (209) 468-9324

EP No:	EP-04 322 NS
Date Issued:	10/11/2004
Expiration Date:	11/01/2004
Job No:	73413
UE/CR/PM NO:	CR 023602

ENCROACHMENT PERMIT

To: RYLAND HOMES OF CALIFORNIA, INC.
12647 ALCOSTA BLVD., #190
SAN RAMON, CA. 94583

Encroachment Type: TRENCH AND PAVING

Location: BOTH SIDES OF "E" STREET AND HIGGINS AVENUE FROM STADIUM DRIVE NORTH TO THE STOCKTON CITY LIMITS.

In compliance with your request of 01/23/2004 permission is hereby granted to do work in County right of way as shown on attached application and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form. See reverse side and attached sheet, if any.

Trench excavations for service connections will not be permitted within ten feet (10') of pavement centerline unless otherwise approved by the Director. Surface of trench patches shall match in kind and be smooth and even with that of abutting surface. Special attention shall be given to depth of utilities through roadside area in anticipation of future drainage facilities, road profile and/or frontage development. All underground utility facilities are to be established and accurately dimensioned on sketches from surveyed centerline of road right of way, not from right of way (border) lines.

The Department of Public Works, Field Inspection Section shall receive a notice at least forty-eight hours prior to beginning any work within the County right of way. All work performed under this permit shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and Cal-OSHA.

The jobsite shall be kept in a safe condition at all times by the daily removal of any excess dirt or debris which might be a hazard to either pedestrian or automobile traffic. All necessary traffic convenience and warning devices and personnel shall be provided, placed and maintained by and at the sole expense of the Permittee in accordance with the latest edition of the CALTRANS Manual of Traffic Control.

After completion of the work permitted herein, all debris, lumber, barricades, or any excess material shall be removed and the jobsite left in a neat workmanlike manner. Immediately following completion of construction permitted herein, Permittee shall fill out and mail notice of completion provided by Grantor.

Special Instructions: **NO WATER SERVICE CONNECTIONS SHALL BE INTERUPTED WITHOUT PRIOR COUNTY APPROVAL. A PAVING SCHEDULE SHALL BE SUMBITTED TO THE COUNTY PRIOR TO THE START OF CONSTRUCTION PER THE ATTACHED LETTER DATED OCTOBER 12, 2004.**

THOMAS R. FLINN, Director
Department of Public Works

Est. Permit Fee: $12,033.00

FORMS: SS/WW, R-29, CW-W8

By John Kotelo
Permit Section

WHITE - Permittee
GOLDENROD - PWD Central File
YELLOW - Field Inspection
PINK - Permit Section

PW 27

ENCROACHMENT PERMIT

GENERAL PROVISIONS

1. This permit is issued under and subject to a11 1aws and ordinances of agencies governing the encroachment herein permitted. See the following references:
   STREETS AND HIGHWAYS CODE
   1. Division 1, Chapter 3
   2. Division 2, Chapter 2, Section 942
   3. Division 2, Chapter 4, Section 1126
   4. Division 2, Chapter 6

   SAN JOAQUIN COUNTY ORDINANCES NUMBERED: 324, 441, 648, 662, 672, 695, 700, 860, and 892.

2. It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all the provisions contained herein and failure on the Permittee's part to comply with any provision will be cause for revocation of this permit. Except as otherwise provided for public agencies and franchise holders, this permit is revocable on five days notice.

3. All work shall be done subject to the supervision of and the satisfaction of the grantor. The Permittee shall at all times during the progress of the work keep the County Highway in as neat and clean a condition as is possible and upon completion of the work granted herein, shall leave the County Highway in a thoroughly neat, clean and usable condition.

4. The Permittee also agrees by the acceptance of this permit to properly maintain any encroachment structure placed by the Permittee on any part of the County Highway and to immediately repair any injury to any portion of the highway, which occurs as a result of the maintenance of the said encroachment structure, until such time as the Permittee may be relieved of the responsibility of such maintenance of the encroachment structure by the County of San Joaquin.

5. The Permittee also agrees by the acceptance of this permit to make, at its own expense, such repairs as may be deemed necessary by the County Director of Public Works or his representative.

6. It is further agreed by the Permittee that whenever construction, reconstruction or maintenance work upon the highway may. require, the installation provided for herein shall, upon request of the County Department of Public Works, be immediately moved by and at the sole expense of the Permittee.

7. No material used for fill or backfill in the construction of the encroachment shall be borrowed or taken from within the County right of way.

8. All work shall be planned and carried out so that there will be as little inconvenience as possible to the traveling public. No material shall be stacked within eight feet (8') of the edge of the pavement or traveled way unless otherwise provided herein. Adequate provision shall be made for the protection of the traveling public. Barricades shall be placed, With approved Signs and lights at light, and flagmen shall be employed, all as may be required by the particular work in progress.

9. The Permittee, by the acceptance of this permit, shall assume full responsibility for all liability for personal injury or damage to property which may arise out of the work herein permitted or which may arise out of the failure of the part of the Permittee to do the work provided for under this permit. In the event any .claim of such liability is made against the County of San Joaquin or any department, official or employee thereof, the Permittee shall defend, indemnify, and hold them and each of them harmless for such claim.

10. All backfill material is to be moistened as necessary and thoroughly compacted with mechanical means. If required by the County Director of Public Works, such backfill shall consist of gravel or crushed rock. The Permittee shall maintain the surface over structures placed hereunder as may be necessary to insure the return of the roadway to a completely Stable condition and until relieved of such responsibility by the County Department of Public Works. Wherever a gravel, crushed rock or asphalt surfacing is cut or damaged in the work of placing an encroachment structure, such material shall either be separately stored and replaced in the roadway as nearly as possible.in its original state or shall be replaced in kind, and the roadway shall be left in at least as good a condition as It was before the commencement of operations of placing the encroachment structure.

11. Whenever necessary to, secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work..

12. The future safety and convenience of the traveling public shall be given every consideration in the location and type of construction.

THOMAS R. FLINN
DIRECTOR

THOMAS M. GAU
DEPUTY DIRECTOR

MANUEL SOLORIO
DEPUTY DIRECTOR

STEVEN WINKLER
DEPUTY DIRECTOR

BENTON ANGOVE
BUSINESS ADMINISTRATOR

Public Works
San Joaquin County
Working for YOU

P. O. BOX 1810 - 1810 E. HAZELTON AVENUE
STOCKTON, CALIFORNIA 95201-3018
(209) 468-3000 FAX (209) 468-2999
www.co.san-joaquin.ca.us

October 12, 2004

Ryland Homes of California, Inc.
12647 Alcosta Boulevard, #190
San Ramon, California 94583

Attention: Mr. Chad Kiltz

SUBJECT: OAKMOORE MEADOWS PAVING SCHEDULE

In an effort to minimize construction impacts to local residents, San Joaquin County requests that the proposed paving at "E" Street and Stadium Drive be completed by November 1, 2004. The County is concerned that winter weather could prevent local residents from having access to their properties. As required on the attached Encroachment Permit (EP-04-322-NS), a paving schedule must be approved by the County prior to the start of construction.

If you should have any questions, please call me at (209) 468-3058. Thank you for your cooperation.

Sincerely,

John Wotila

JOHN WOTILA
Engineering Assistant II

JW:ej
PS-4J036-J1

Attachment

c: Mike Callahan, Senior Civil Engineer
Pete Martin, Senior Civil Engineer
Ben Neely, Associate Civil Engineer

APPLICATION FOR ENCROACHMENT PERMIT

PLEASE PRINT:

Date 1/23/04

To: San Joaquin County
Department of Public Works

RYLAND HOMES OF CALIFORNIA, INC.
(Applicant Name)

12647 ALCOSTA BLVD., #190
(Mailing Address)

SAN RAMON, CA 94583
(City, State, Zip Code)

(925) 866-9222
(Area Code - Telephone Number)

OFFICE USE ONLY

JOB # 73413 REF #
APN CR # 023602
EXP. DATE 11·1·04
VALID 10·11·04 TO 11·1·04 DRIVEWAYS:
STREET "E" ST. & HIGGINS AVE. *
AREA STOCKTON QUAD NS *
TYPE TRENCH & PAVING *
FORMS SS/WW, R-29
NOTE

Sketch (Detailed plans may be submitted)

3 DRAWINGS ATTACHED

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on County ~~Highway~~ Right-of-Way on the SOUTH side of STOCKTON DIVERTING CANAL approximately 1,300 feet ~~/miles~~ ~~N/S/E/W~~ OF PARALLEL TO THE STOCKTON DIVERTING CANAL, by performing the following work (description of work): INSTALL APPROXIMATELY 1,800 LINEAL FEET OF 42 INCH SEWER PIPELINE (1,300 LINEAL FEET ON THE SAN JOAQUIN COUNTY LINE) BY OPEN CUT. THE PURPOSE: AN INTERIM STORAGE FACILITY AND ULTIMATELY TO SERVE CITY OF STOCKTON SEWER SYSTEM 9. INSTALL CURB, GUTTER, & SIDEWALK ALONG APPROXIMATELY 150' OF BOTH SIDES OF E STREET AND HIGGINS AVENUE. EXTENSION OF PAVEMENT TO MATCH INTO EXISTING AREA.

Work will commence on or about AS SOON AS PERMITS ARE OBTAINED for approximately 30 OR LESS days.

I, the undersigned certify that I am the owner of the respective property, or am qualified to represent the owner and agree to do the work described above in accordance with the rules, regulations of San Joaquin County and subject to inspection and approval.

CENTRAL VALLEY AREA MANAGER — 1·29·04

Signature of Applicant - Title **Date**

CHAD KILTZ

02/03/04
Job #122754.01.000

ENGINEER'S OPINION OF PROBABLE COSTS
FOR
OAKMORE MEADOWS
COUNTY ENCROACHMENT WORK

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT COST	AMOUNT
A. SEWER					
1.	42" SEWER	LF	1,480	$55.00	$81,400.00
			SUB-TOTAL		$81,400.00
B. CONCRETE					
1.	ROLLOVER CURB WITH 4.5' SIDEWALK (WITH 4" ASB)	LF	621	$19.00	$11,799.00
			SUB-TOTAL		$11,799.00
C. PAVING					
1.	3" AC/6" AB/6" ASB	SF	9,816	$1.90	$18,650.40
			SUB-TOTAL		$18,650.40
				CONSTRUCTION TOTAL	$111,849.40
				10% CONTINGENCY	$11,184.94
				CONSTRUCTION TOTAL WITH CONTINGENCIES	**$123,034.34**

NOTES:

1. THIS ENGINEER'S OPINION IS BASED ON A PRELIMINARY SET OF IMPROVEMENT PLANS. CHANGES OR INCREASES REQUIRED BY GOVERNING AGENCIES OR UTILITY COMPANIES MAY OCCUR PRIOR TO CONSTRUCTION.
2. THOMPSON-HYSELL ENGINEERS ASSUMES NO LIABILITY FOR CHANGES OR INCREASES REQUIRED BY GOVERNING AGENCIES OR UTILITY COMPANIES.
3. UNIT PRICES ARE BASED ON REVIEW OF RECENT BIDS ON SIMILAR PROJECTS. NO WARRANT IS EXPRESSED OR IMPLIED AS TO THE ACCURACY OF SAID PRICES AS APPLIED TO THIS PROJECT.

RECEIPT
County of San Joaquin
Department of Public Works

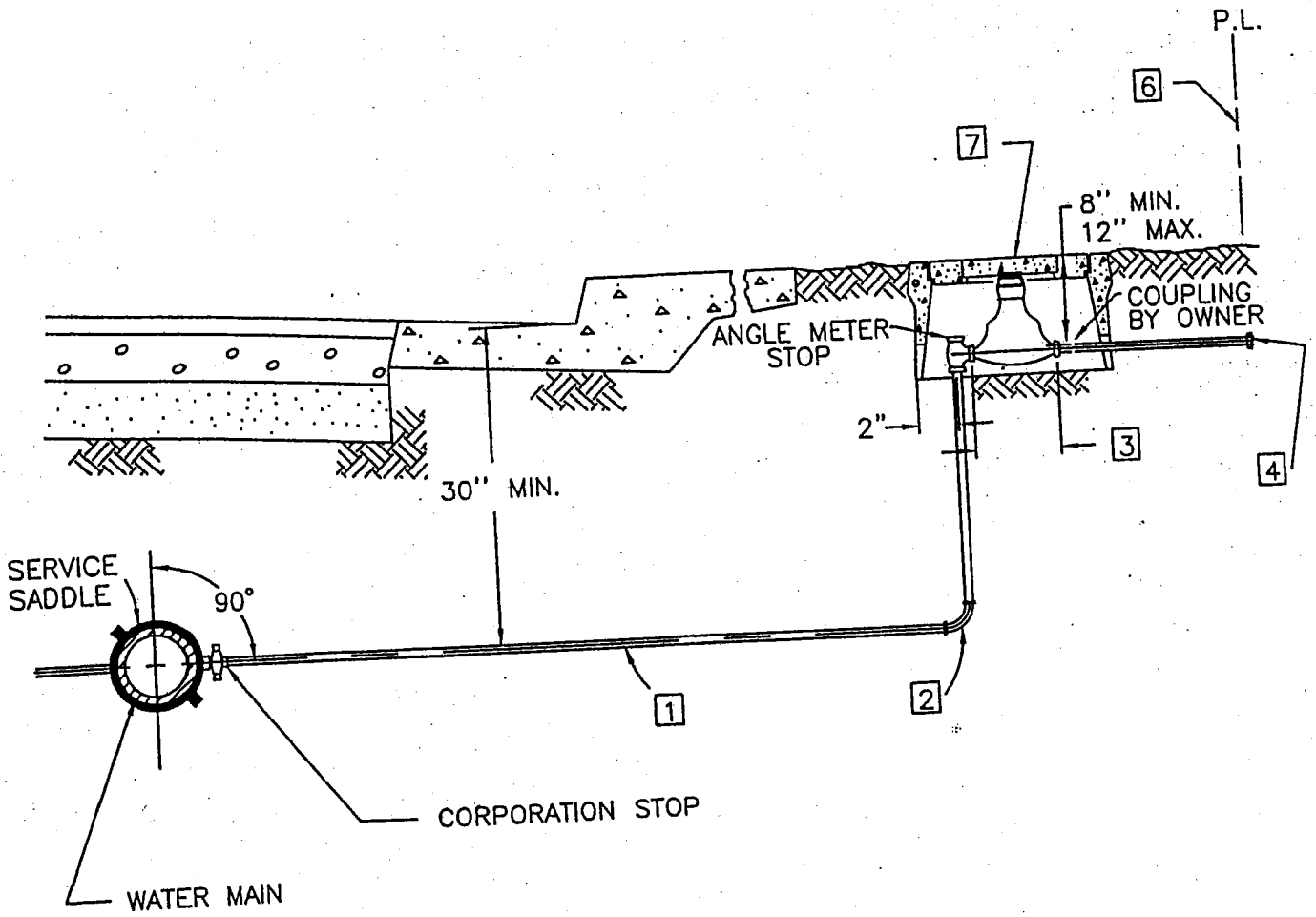
Date: 10/11/04 Cash Receipt #: CR023602

ID #: CRV3825 Name: RYLAND HOMES
Check No. 72870

LONE 030101 61300010 73413	PLAN CHECK FEE	5,881.00
LONE 030101 61300002 73413	FIELD INSPECTION FEES	6,152.00

Prepared By: PC

Total Receipt: 12,033.00



NOTES:

1. 1" DIA. MIN. LINE TO EACH LOT.
2. SERVICE PIPE TO BE CONTINUOUS (NO JOINTS) BETWEEN MAIN AND ANGLE METER STOP. 90° COMP. x COMP. ELL., 'JAMES JONES' J-2610 W/J-2806 INSERTS MAY BE USED WHERE APPROVED BY AGENCY.
3. METERS SHALL BE AS SPECIFIED BY AGENCY. METERS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. AGENCIES MAY ELECT TO PROVIDE THE METER AS PART OF THE CONNECTION FEE.
4. GATE VALVE IS REQUIRED PRIOR TO ANY POINT OF CONNECTION.
5. THE LOCATION OF THE SERVICE SADDLE SHALL BE A MIN. OF 24" FROM ANOTHER SERVICE SADDLE, BELL, SPIGOT, OR OTHER FITTING.
6. METER BOX MAY BE PLACED ADJACENT TO PROPERTY OR EASEMENT LINE WITH PRIOR APPROVAL OF THE AGENCY.
7. METER BOX PER AGENCY STANDARDS. ALL BOXES LOCATED IN DRIVEWAY AREAS TO HAVE TRAFFIC COVERS.
8. APPURTENANCES PER AGENCY REQUIREMENTS
9. LOCATOR WIRE WHERE REQUIRED BY AGENCY

REVISION	DATE	COUNTYWIDE IMPROVEMENT STANDARDS COUNTY OF SAN JOAQUIN	APPROVED BY Henry M Hirata 8-1-97 SAN JOAQUIN COUNTY DIRECTOR OF PUBLIC WORKS — DATE JUNE 1997
		WATER SERVICE INSTALLATION	IMPROVEMENT STANDARD NO. CW-W8

Bond Number : **6270457**
Premium: $100.00
Oakmore Meadows, Unit 1, Tract 2460

EP-04-322-NS

SUBDIVISION BOND
FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That **Ryland Homes of California, Inc., a Delaware Corporation**, as Principal, and the **Safeco Insurance Company of America**, a corporation organized and existing under the laws of the State of Washington and authorized to transact surety business in the State of **California** as Surety, are held and firmly bound unto **San Joaquin County**, as Obligee, in the sum of **Twelve Thousand, Thirty Three & 00/100** DOLLARS (**$12,033.00**), for which the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE Condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract/agreement, dated _____, with the Obligee to do and perform the following work; to wit:

Improvements for Oakmore Meadows, Unit 1, Tract 2460

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: 03/25/2004

Ryland Homes of California, Inc., a Delaware Corporation
(Principal)

By: _____

Safeco Insurance Company of America
(Surety)

By: _____
Jorge A. Corea, Attorney In Fact

SAFECO

POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9085

KNOW ALL BY THESE PRESENTS:

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

*****JEFFREY STRASSNER; CHRISTINA TURMAN; B. A. MATSON; KRISTINE MENDEZ; CESAR F. JAVIER; ADRIANA VALENZUELA; JORGE A. CORREA; NATALIE K. TROFIMOFF; TENZER V. CUNNINGHAM; Los Angeles, California**********

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 28th day of January , 2004 .

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA,** do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this _____ day of MAR 25 2004 , _____ .

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

CHRISTINE MEAD, SECRETARY

® A registered trademark of SAFECO Corporation
01/28/2004 PDF

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAR 25 2004 before me, Lena Melkonian, Notary Public

personally appeared Jorge A. Correa

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence 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.

VRS1 LENA MELKONIAN COMM. # 1399474 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Feb. 9, 2007 VRS1

Notary Public Seal

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____	**Signer's Name** _____
☐ INDIVIDUAL	☐ INDIVIDUAL
☐ CORPORATE OFFICER Title(s)_____	☐ CORPORATE OFFICER Title(s)_____
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☒ ATTORNEY-IN-FACT	☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)	☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR	☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____	☐ OTHER: _____
Signer is representing:	**Signer is representing:**
NAME OF PERSON(S) OR ENTITY(IES)	NAME OF PERSON(S) OR ENTITY(IES)
_____	_____

IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING THE TERRORISM RISK INSURANCE ACT OF 2002

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of Americas, First National Insurance Company, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances, we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a $100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond, or any generally applicable rules of law.

At this time, there is no premium charge resulting from this Act.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa } ss.

On March 26. 2004 (Date) before me, Michelle Ng (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Laurie Tennison (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

GBP 1 MICHELLE NG COMM. 1380982 NOTARY PUBLIC - CALIFORNIA CONTRA COSTA COUNTY My Comm. Expires Nov. 17, 2006 GBP 1

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Bond - Faithful Performance

Document Date: 03.25.04 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Laurie Tennison

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☑ Corporate Officer — Title(s): Assistant V.P.
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Ryland Homes

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

EP 04-322-NS

SUBDIVISION BOND
LABOR & MATERIAL/PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we **Ryland Homes of California, Inc., a Delaware Corporation** as Principal, **Safeco Insurance Company of America**, as Surety, are held and firmly bound unto **San Joaquin County** as Obligee, in the sum of **Twelve Thousand, Thirty Three & 00/100** DOLLARS ($12,033.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, We bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has entered into a Subdivision Agreement with the Obligee, dated _____ , in which said Principal agrees to construct designated public improvements, as follows:

Improvements for Oakmore Meadows, Unit 1, Tract 2460

and, as a condition of approving said Subdivision, the Principal is required to give Labor and Material Payment Bond as herein provided.

NOW, THEREFORE, if said Principal and/or contractor or subcontractor fails to pay for any materials, provisions, or rented equipment used in, upon, or for or about the construction of the public improvements for performance of the work to be done, or any work or labor done of any kind, in or on such improvements, said surety will pay the same in an amount not exceeding the sum set forth above.

This bond shall insure to the benefit of the contractor, his subcontractors, and to persons renting equipment or furnishing labor and materials to them for the improvements.

SIGNED, SEALED, DATED: 03/25/2004

Ryland Homes of California, Inc., a Delaware Corporation
(Principal)

By: _____

Safeco Insurance Company of America
(Surety)

By: _____
Jorge A. Correa, Attorney In Fact

SAFECO

POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9085

KNOW ALL BY THESE PRESENTS:

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

*****JEFFREY STRASSNER; CHRISTINA TURMAN; B. A. MATSON; KRISTINE MENDEZ; CESAR F. JAVIER; ADRIANA VALENZUELA; JORGE A. CORREA; NATALIE K. TROFIMOFF; TENZER V. CUNNINGHAM; Los Angeles, California**********

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 28th day of January, 2004.

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA,** do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this _____ day of MAR 25 2004, _____.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

CHRISTINE MEAD, SECRETARY

® A registered trademark of SAFECO Corporation
01/28/2004 PDF

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAR 25 2004 before me, Lena Melkonian, Notary Public

personally appeared Jorge A. Correa

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence 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.

VRS1 LENA MELKONIAN COMM. # 1399474 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Feb. 9, 2007 VRS1

WITNESS my hand and official seal.

Notary Public Seal

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____	**Signer's Name** _____
☐ INDIVIDUAL	☐ INDIVIDUAL
☐ CORPORATE OFFICER Title(s)_____	☐ CORPORATE OFFICER Title(s)_____
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☒ ATTORNEY-IN-FACT	☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)	☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR	☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____	☐ OTHER: _____
Signer is representing:	**Signer is representing:**
NAME OF PERSON(S) OR ENTITY(IES)	NAME OF PERSON(S) OR ENTITY(IES)
_____	_____

IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING THE TERRORISM RISK INSURANCE ACT OF 2002

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of Americas, First National Insurance Company, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances, we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a $100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond, or any generally applicable rules of law.

At this time, there is no premium charge resulting from this Act.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa } ss.

On March 26. 2004 (Date) before me, Michelle Ng (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Laurie Tennison (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

MICHELLE NG
COMM. 1380982
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires Nov. 17, 2006

MICHELLE NG
COMM. 1380982
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires Nov. 17, 2006

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Bond - Labor & Material / Payment

Document Date: ~~Labor~~ 03.25.04 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Laurie Tennison

☐ Individual
☑ Corporate Officer — Title(s): Assistant V.P.
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Ryland Homes

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827