

**AGREEMENT**

MONUMENTATION

**34679**

THIS AGREEMENT is made and entered into, in duplicate, as of this  
31 day of July, 2017, pursuant to Title 20.40 of the Municipal  
Code and by and

BETWEEN

**CITY OF LONG BEACH**, a municipal  
corporation, organized under the laws of the  
State of California, hereinafter designated as  
the "**CITY**"

AND

**CENTURY AFFORDABLE DEVELOPMENT,  
INC**, a California Non-Profit Corporation,  
hereinafter designated as the "**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property  
designated as 1235 Long Beach Boulevard, Tract Map Number 73900, in the City of Long  
Beach, County of Los Angeles, State of California, described as being a final plot.  
Being a subdivision of Lots 8, as shown on that certain map entitled "Tract No. 70974-  
01, in the City of Long Beach, County of Los Angeles, State of California on October 19,  
2010, as shown by map on file in book 1363, pages 89 through 99 of maps.

WHEREAS, said **DEVELOPER** now desires to make and enter into a  
construction agreement with **CITY**.

NOW, THEREFORE, in consideration of the covenants, conditions and  
provisions herein contained, it is hereby mutually agreed as follows:

(1) That said **DEVELOPER** shall, on or prior to the last day of December  
2018, complete, to the satisfaction of the City Engineer of **CITY**, all monument positing  
work required by **CITY** and in compliance with Title 20 of the Municipal

Code of **CITY**, which monument positing work together with the estimated cost is set forth more particularly on Exhibit A, attached hereto and made a part hereof by this reference.

(2) **DEVELOPER** shall prosecute the monument work in a diligent and workmanlike manner to completion. In the event **DEVELOPER** fails or neglects to complete all of said work as aforesaid and within the time specified, **CITY** shall have the right at any time thereafter to complete the same with **CITY** forces or by separate contract and thereupon recover from said **DEVELOPER** the full cost and expense thereby incurred by **CITY**.

(3) **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage occurring to the work specified in this Agreement prior to the completion and acceptance of same, nor shall **CITY**, nor any officer or employee thereof, be liable to any persons or property injured by reason of the nature of said work or by reason of the acts or omissions of **DEVELOPER**, his agents or employees, in the performance of said work, but all of said liabilities shall be assumed by **DEVELOPER**. **DEVELOPER** further agrees to protect, defend and hold harmless **CITY** and the officers and employees thereof from all loss, liability or claim arising directly or indirectly out of the negligent or intentional acts or omissions of **DEVELOPER**, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the construction of said work.

(4) **DEVELOPER** shall deposit money with the City Treasurer or shall furnish to **CITY** a good and sufficient surety bond or bonds, or file with **CITY** an Instrument of Credit, in an amount not less than 100 percent of the estimated cost of the monumentation work described in Exhibit A attached hereto for the faithful performance of the terms and conditions of this Agreement, and in addition, for labor and materials in the amount not less than 50 percent of the said estimated cost of the monumentation

work to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. If the security posted by **DEVELOPER** is a surety bond or bonds and the surety on any of said bonds, in the opinion of **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each and every bond or bonds with good and sufficient sureties within Ten (10) days after receiving notice that said surety or sureties are insufficient. If the security posted by **DEVELOPER** is an Instrument of Credit and the credit, in the opinion of **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each Instrument of Credit within Ten (10) days after receiving notice that said credit is insufficient.

(5) All applicable provisions of Title 20 of the Municipal Code of the **CITY**, and the provisions of Title 7, Division 2, Chapter 5 (commencing with Section 66499) of the Government Code of the State of California are hereby incorporated herein and made a part hereof.

(6) It is agreed by and between the parties hereto, including the surety or sureties on the bond or bonds attached to this Agreement, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, such extension of time may be granted, from time to time, by **CITY**, either at **CITY'S** own election, or upon request of **DEVELOPER**, and such extensions shall in no way affect the validity of this Agreement, release the surety or sureties on said bonds, or release the bank on the Instrument of Credit. **DEVELOPER** further agrees to maintain the aforesaid bond or bonds or Instrument of Credit in full force and effect during the term of this Agreement, including any extensions of time as may be granted from time to time.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

CITY OF LONG BEACH, a Municipal Corporation

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

July 31, 2017

BY: [Signature]  
CITY MANAGER  
Assistant City Manager Tom Modica

March 14, 2017

BY: Ben Decker, PRESIDENT  
DEVELOPER

March 14, 2017

BY: Dan Acord, VICE President  
DEVELOPER

\_\_\_\_\_, 201\_\_

BY: \_\_\_\_\_  
DEVELOPER

\_\_\_\_\_, 201\_\_

BY: \_\_\_\_\_  
DEVELOPER

Approved as to form this 8<sup>th</sup> day of June, 2017 (See attach)  
Ackn  
acknowledgment

Charles Parkin, City Attorney

BY: [Signature]  
DEPUTY

RM:bp  
TM 73900 (Agreement Monumentation).doc

## 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 Los Angeles

On March 14, 2017 before me, Beulah Ku, Notary Public  
(insert name and title of the officer)

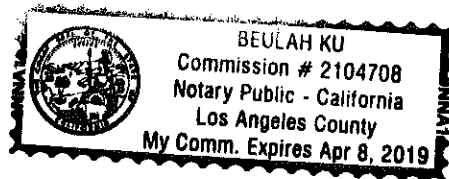
personally appeared Brian P'Andrea,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their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



## ACKNOWLEDGMENT

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State of California

County of Los Angeles

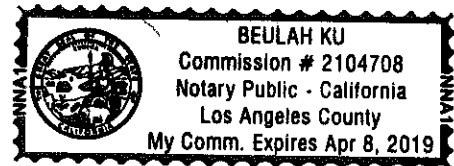
On March 14, 2017 before me, Beulah Ku, Notary Public  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



# DEFERRED MONUMENTS FOR TRACT MAP NO. 73900

Engineers estimate

SHEET NO.	Quantity Of Required Points To Be Set
1	0
2	0
3	0
4	16
5	0
6	0
7	0
8	0
9	0
10	0
11	0

Total= \$4,800.00

Administration fee \$1,000.00

Total = \$5,800.00

DEFERRED MONUMENT FEE = \$1000.00 + \$30.00 PER POINT = \$5,800.00

BOND FOR FAITHFUL PERFORMANCE = \$5,800.00

BOND FOR LABOR AND MATERIAL = \$2,900.00

EXHIBIT A

BOND FOR FAITHFUL PERFORMANCE

WHEREAS, the City of Long Beach and Century Affordable Development, Inc., a California Non-Profit Corporation, hereinafter designated as "**PRINCIPAL**", have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated July 31, 2017, and identified as Tract No. 73900 is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the **PRINCIPAL** and Nationwide Mutual Insurance Company, as Surety, a corporation organized and existing under the laws of the State of Ohio, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "**City**," in the penal sum of Five thousand Eight hundred dollars (\$5,800) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden **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,



shall indemnify and save harmless the City, its officers, agents and employees, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the 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 of 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. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 14th day of March, 2017.

Century Affordable Development, Inc.

BY: \_\_\_\_\_

PRINCIPAL

BY: \_\_\_\_\_

PRINCIPAL

Nationwide Mutual Insurance Company

BY: \_\_\_\_\_

SURETY

Anthony M. Spina, Attorney-In-Fact

Approved as to form this 8<sup>th</sup> day of June, 2017

Charles Parkin, City Attorney

BY: 

DEPUTY

Approved as to sufficiency this 27 day of July, 2017

BY: 

DIRECTOR OF PUBLIC WORKS

BM:bp

TM 73900 (Bond faithful performance monumntation).doc


## ACKNOWLEDGEMENT

**NOTE:** Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of	<u>New Jersey</u>	} SS
County of	<u>Hudson</u>	

On the 14th day of March 2017 Before me, Kemal Brkanovic, personally appeared Anthony M. Spina as Attorney in Fact of Nationwide Mutual Insurance Company ☐ Personally known to me -OR- ☒ 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.

**KEMAL BRKANOVIC**  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50051090  
My Commission Expires 12/12/2021

  
Notary Public (seal)

-----**OPTIONAL**-----

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporate Officer	<input checked="" type="checkbox"/> Attorney-in-Fact	<input type="checkbox"/> Partner - Limited	<input type="checkbox"/> Partner - General
<input type="checkbox"/> Trustee	<input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Titles(s): _____	<input type="checkbox"/> Other: _____	

State of	_____	} SS
County of	_____	

On the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Before me, See Attached, personally appeared \_\_\_\_\_ ☐ Personally known to me -OR- ☐ 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.

\_\_\_\_\_  
Notary Public (seal)

-----**OPTIONAL**-----

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporate Officer	<input type="checkbox"/> Attorney-in-Fact	<input type="checkbox"/> Partner - Limited	<input type="checkbox"/> Partner - General
<input type="checkbox"/> Trustee	<input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Titles(s): _____	<input type="checkbox"/> Other: _____	

State of	_____	} SS
County of	_____	

On the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Before me, See Attached, personally appeared \_\_\_\_\_ ☐ Personally known to me -OR- ☐ 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.

\_\_\_\_\_  
Notary Public (seal)

-----**OPTIONAL**-----

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporate Officer	<input type="checkbox"/> Attorney-in-Fact	<input type="checkbox"/> Partner - Limited	<input type="checkbox"/> Partner - General
<input type="checkbox"/> Trustee	<input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Titles(s): _____	<input type="checkbox"/> Other: _____	

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

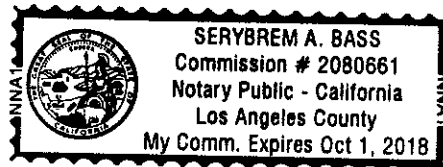
County of Los Angeles

On April 12, 2017 before me, Serybrem A. bass, Notary Public, personally appeared Brian D' Andrea and Oscar Alvarado

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.

Serybrem A. Bass  
Signature of Notary Public



(Notary Seal)

### OPTIONAL INFORMATION

*The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgement performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.*

#### DESCRIPTION OF ATTACHED DOCUMENT

Bond For Faithful Performance

(Title of document)

Number of Pages 8 (Including acknowledgment)

Document Date March 14, 2017

#### CAPACITY CLAIMED BY SIGNER

           Individual  
  x   Corporate Officer  
           Partner  
           Attorney-In-Fact  
           Trustee  
           Other:

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

John F. Kelly, Anthony M. Spina, Jordan C. Gilmartin, Cindy Li

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Unlimited

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

**Execution of Instruments.** Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 7<sup>th</sup> day of January, 2014.




Michael D. Miller, Executive Vice President of Nationwide Mutual Insurance Company

### ACKNOWLEDGMENT

STATE OF ARIZONA, COUNTY OF MARICOPA: ss

On this 7<sup>th</sup> day of January, 2014, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

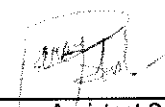


  
Notary Public  
My Commission Expires  
June 9, 2018

### CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Michael D. Miller was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14<sup>th</sup> day of March, 2017.

  
Assistant Secretary

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

**Nationwide Mutual Insurance Company**

*of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,**

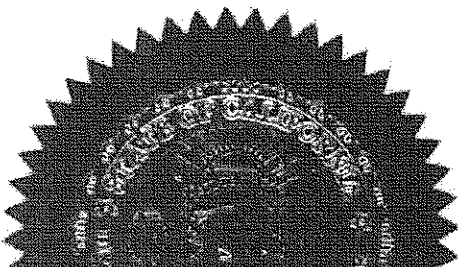
**Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,**

**Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 22<sup>nd</sup> day of May, 2013,*  
*I have hereunto set my hand and caused my official seal to be affixed*  
*this 22<sup>nd</sup> day of May, 2013.*



Dave Jones  
Insurance Commissioner

# NATIONAL CASUALTY COMPANY

## Statutory Statements of Admitted Assets, Liabilities and Surplus

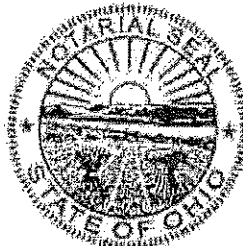
	December 31,	
	2015	2014
<b>Admitted assets</b>		
<b>Invested assets:</b>		
Bonds	\$ 128,272,436	\$ 138,116,488
Cash, cash equivalents and short-term investments	4,312,921	(9,099,331)
<b>Total invested assets</b>	<b>\$ 132,585,357</b>	<b>\$ 129,017,157</b>
Premiums in course of collection	87,156,495	97,058,139
Amounts recoverable from reinsurers	59,625,820	48,924,492
Funds held by or deposited with reinsured companies	375,083	82,419
Other amounts receivable under reinsurance contracts	4,743,200	6,423,233
Accrued investment income	1,285,551	1,408,450
Deferred federal income tax asset	1,029,310	804,174
Other assets	1,722,327	1,671,308
<b>Total admitted assets</b>	<b>\$ 288,523,143</b>	<b>\$ 285,389,372</b>
<b>Liabilities and surplus</b>		
<b>Liabilities:</b>		
Reinsurance payable on paid losses and loss adjustment expenses	\$ 354,435	\$ 243,976
Ceded reinsurance premiums payable (net of ceding commissions)	139,625,190	145,966,710
Federal income tax liability	1,412,065	1,390,563
Other liabilities	13,052,966	7,647,133
<b>Total liabilities</b>	<b>\$ 154,445,656</b>	<b>\$ 155,248,382</b>
<b>Surplus</b>		
Common Stock	\$ 5,000,000	\$ 5,000,000
Gross paid in & contributed surplus	21,486,670	21,486,670
Unassigned surplus	107,590,817	103,654,320
<b>Total surplus</b>	<b>\$ 134,077,487</b>	<b>\$ 130,140,990</b>
<b>Total liabilities and surplus</b>	<b>\$ 288,523,143</b>	<b>\$ 285,389,372</b>

### Certification

I, Teresa J. Potts, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2015 and 2014 to the best of my knowledge and belief.

Teresa J. Potts

Teresa J. Potts



CHRISTINE O'BRIEN  
Notary Public, State of Ohio  
My Commission Expires 12-22-2020

Christine O'Brien  
4-15-2016

BOND FOR LABOR AND MATERIALS

MONUMENTATION  
Bond No. SNN4005041

WHEREAS, the City of Long Beach and Century Affordable Development, Inc., a California Non-Profit Corporation,, hereinafter designated as "**PRINCIPAL**," have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated July 31, 2017, and identified as Tract No. 73900 is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, said **PRINCIPAL** and Nationwide Mutual Insurance Company, as Surety, a corporation organized and existing under the laws of the State of Ohio, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "City," and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid public improvements, in the sum of Two thousand Nine hundred dollars (\$2,900.00) for the payment of materials or labor furnished thereon if any or for amounts due under the Unemployment Insurance Act with respect to such work or labor, for the payment of which sum, well and truly to be made jointly and severally, firmly by those presents.

The condition of this obligation is such that if the above bounden **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, or 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, agency 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 the City in success fully 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 effect 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. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 14th day of March, 2017.

Century Affordable Development, Inc.

BY: 

PRINCIPAL

BY: 

PRINCIPAL

Nationwide Mutual Insurance Company

BY: 

SURETY

Anthony M. Spina, Attorney-In-Fact

Approved as to form this 8<sup>th</sup> day of June, 2017

Charles Parkin, City Attorney

BY: 

DEPUTY

Approved as to sufficiency this 27 day of July, 2017

BY: 

DIRECTOR OF PUBLIC WORKS

BM:bp

TM 73900 (Bond Labor and Material monumentation).doc

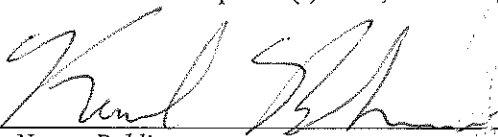
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**NOTE:** Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey  
County of Hudson } SS

On the 14th day of March 2017 Before me, Kemal Brkanovic, personally appeared Anthony M. Spina as Attorney in Fact of Nationwide Mutual Insurance Company ☐ Personally known to me -OR- ☒ 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.

**KEMAL BRKANOVIC**  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50051090  
My Commission Expires 12/12/2021

  
Notary Public (seal)

### OPTIONAL

☐ Individual ☐ Corporate Officer ☒ Attorney-in-Fact ☐ Partner - Limited ☐ Partner - General  
☐ Trustee ☐ Guardian or Conservator ☐ Titles(s): \_\_\_\_\_ ☐ Other: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_ } SS

On the \_\_\_\_\_ day of \_\_\_\_\_ 20 Before me, See Attached, personally appeared \_\_\_\_\_ ☐ Personally known to me -OR- ☐ 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.

Notary Public (seal)

### OPTIONAL

☐ Individual ☐ Corporate Officer ☐ Attorney-in-Fact ☐ Partner - Limited ☐ Partner - General  
☐ Trustee ☐ Guardian or Conservator ☐ Titles(s): \_\_\_\_\_ ☐ Other: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_ } SS

On the \_\_\_\_\_ day of \_\_\_\_\_ 20 Before me, See Attached, personally appeared \_\_\_\_\_ ☐ Personally known to me -OR- ☐ 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.

Notary Public (seal)

### OPTIONAL

☐ Individual ☐ Corporate Officer ☐ Attorney-in-Fact ☐ Partner - Limited ☐ Partner - General  
☐ Trustee ☐ Guardian or Conservator ☐ Titles(s): \_\_\_\_\_ ☐ Other: \_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

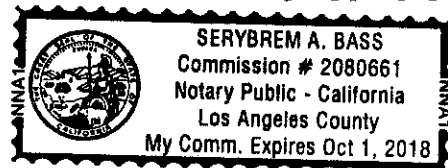
State of California

County of Los Angeles

On April 12, 2017 before me, Serybrem A. bass, Notary Public, personally appeared Brian D' Andrea and Oscar Alvarado

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.



Serybrem A. Bass  
Signature of Notary Public

(Notary Seal)

### OPTIONAL INFORMATION

*The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgement performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.*

### DESCRIPTION OF ATTACHED DOCUMENT

Bond For Labor and Materials

(Title of document)

Number of Pages 8 (Including acknowledgment)

Document Date March 14, 2017

### CAPACITY CLAIMED BY SIGNER

           Individual  
  x   Corporate Officer  
           Partner  
           Attorney-In-Fact  
           Trustee  
           Other:

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

John F. Kelly, Anthony M. Spina, Jordan C. Gilmartin, Cindy Li

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Unlimited

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 7<sup>th</sup> day of January, 2014.




Michael D. Miller, Executive Vice President of Nationwide Mutual Insurance Company

### ACKNOWLEDGMENT

STATE OF ARIZONA, COUNTY OF MARICOPA: ss

On this 7<sup>th</sup> day of January, 2014, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

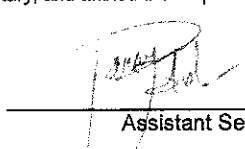


  
Notary Public  
My Commission Expires  
June 9, 2015

### CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Michael D. Miller was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14<sup>th</sup> day of March, 2017.

  
Assistant Secretary

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

**Nationwide Mutual Insurance Company**

*of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,**

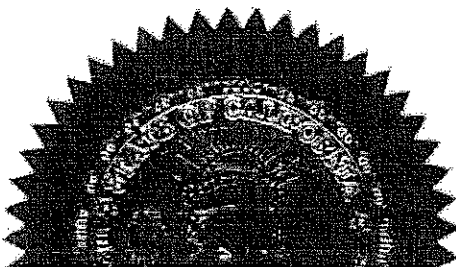
**Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,**

**Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 22<sup>nd</sup> day of May, 2013,*  
*I have hereunto set my hand and caused my official seal to be affixed*  
*this 22<sup>nd</sup> day of May, 2013.*



Dave Jones  
Insurance Commissioner

# NATIONAL CASUALTY COMPANY

## Statutory Statements of Admitted Assets, Liabilities and Surplus

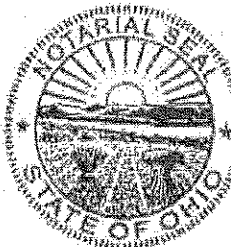
	December 31,	
	2015	2014
<b>Admitted assets</b>		
<b>Invested assets</b>		
Bonds	\$ 128,272,436	\$ 138,116,488
Cash, cash equivalents and short-term investments	4,312,921	(9,099,331)
<b>Total invested assets</b>	<b>\$ 132,585,357</b>	<b>\$ 129,017,157</b>
Premiums in course of collection	87,156,495	97,058,139
Amounts recoverable from reinsurers	59,625,820	48,924,492
Funds held by or deposited with reinsured companies	375,083	82,419
Other amounts receivable under reinsurance contracts	4,743,200	6,423,233
Accrued investment income	1,285,551	1,408,450
Deferred federal income tax asset	1,029,310	804,174
Other assets	1,722,327	1,671,308
<b>Total admitted assets</b>	<b>\$ 288,523,143</b>	<b>\$ 285,389,372</b>
<b>Liabilities and surplus</b>		
<b>Liabilities</b>		
Reinsurance payable on paid losses and loss adjustment expenses	\$ 354,435	\$ 243,976
Ceded reinsurance premiums payable (net of ceding commissions)	139,626,190	145,966,710
Federal income tax liability	1,412,065	1,390,563
Other liabilities	13,052,968	7,647,133
<b>Total liabilities</b>	<b>\$ 154,445,658</b>	<b>\$ 155,248,382</b>
<b>Surplus</b>		
Common Stock	\$ 5,000,000	\$ 5,000,000
Gross paid in & contributed surplus	21,486,670	21,486,670
Unassigned surplus	107,590,817	103,654,320
<b>Total surplus</b>	<b>\$ 134,077,487</b>	<b>\$ 130,140,990</b>
<b>Total liabilities and surplus</b>	<b>\$ 288,523,143</b>	<b>\$ 285,389,372</b>

### Certification

I, Teresa J. Potts, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2015 and 2014 to the best of my knowledge and belief.

Teresa J. Potts

Teresa J. Potts



CHRISTINE O'BRIEN  
Notary Public, State of Ohio  
My Commission Expires 12-22-2020

Christine O'Brien  
4-15-2016

Alex Padilla  
California Secretary of State



## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, August 1, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1794752 CENTURY AFFORDABLE DEVELOPMENT, INC.

Registration Date:	12/05/1996
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC NONPROFIT
Status:	ACTIVE
Agent for Service of Process:	RONALD GRIFFITH 1000 CORPORATE POINTE CULVER CITY CA 90230
Entity Address:	1000 CORPORATE POINTE CULVER CITY CA 90230
Entity Mailing Address:	1000 CORPORATE POINTE CULVER CITY CA 90230

A Statement of Information is due EVERY EVEN-NUMBERED year beginning five months before and through the end of December.

Document Type	↕ File Date	↕ PDF
SI-COMPLETE	04/12/2017	
SI-COMPLETE	10/10/2014	
REGISTRATION	12/05/1996	Image unavailable. Please request paper copy.

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

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