

**AGREEMENT**

Public Improvements

**34640**

THIS AGREEMENT is made and entered into, in duplicate, as of this 7  
day of March, 2016<sup>7</sup>, 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

DP3 SUB 2 LLC, a Delaware Limited Liability  
Company, hereinafter designated as the  
"**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property  
designated as Tract Number 72504, described as being a final plot and being a  
subdivision of portions of Lot 52, of tract No. 8084, as per map recorded in Block 171  
pages 24 to 30 inclusive of map, in the office of the County Recorder of said County,

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 2017,  
complete, to the satisfaction of the City Engineer of **CITY**, all improvements work  
required by **CITY** and in compliance with Title 20 of the Municipal Code of **CITY**, which  
improvements 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 improvements 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 improvement 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 improvement 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

March 7, 2016

BY: [Signature]  
CITY MANAGER  
Assistant City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

SEPTEMBER 23, 2016

BY: [Signature] PATRICK RUSSELL, ~~VP~~  
DEVELOPER AUTHORIZED  
SEWER

SEPTEMBER 26, 2016

BY: [Signature] KENNETH M. COBBLE  
DEVELOPER AUTHORIZED  
SEWER

\_\_\_\_\_, 2016

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

\_\_\_\_\_, 2016

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

Approved as to form this 9<sup>th</sup> day of February, 2016. 7

CHARLES PARKIN, City Attorney

BY: [Signature]  
DEPUTY

## 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

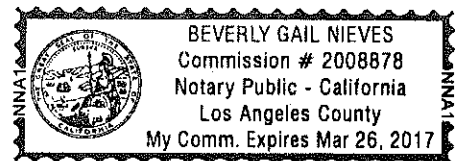
On March 7, 2017<sup>BN</sup> before me, Beverly Gail Nieves Notary Public  
(insert name and title of the officer)

personally appeared Thomas B. Modica  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(s)~~ 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 Beverly Gail Nieves (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
 County of Orange )  
 On September 23, 2016 before me, Bridgit Lauri Brannon-Terpening, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Patrick Russell  
 Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Bridgit Lauri Brannon-Terpening  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Deed Agent Public Imp Document Date: \_\_\_\_\_

Number of Pages: 4 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 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: \_\_\_\_\_

**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 ORANGE )On September 26, 2016 before me, LINDA SUSAN WATSON, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Kenneth M. Coatsworth  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Linda Susan Watson  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**Title or Type of Document: Developer Agreement - Improv. Public Document Date: \_\_\_\_\_Number of Pages: 4 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 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: \_\_\_\_\_

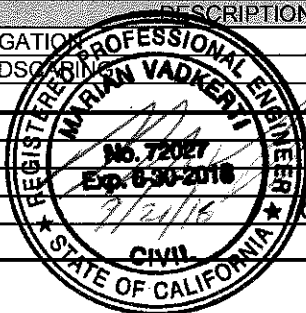
## ENGINEER'S COST ESTIMATE

FOR

### PUBLIC STREET IMPROVEMENTS FOR CONANT STREET (C-6089)

4350, 4600 &amp; 4800 CONANT STREET, LONG BEACH, CA

STREET IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
6	CONSTRUCT FULL DEPTH AC PAVEMENT	450	SF	\$ 5.00	\$ 2,250.00
7	CONSTRUCT 0.25' A.C./ 0.50' C.M.B. PAVEMENT SECTION	6,195	SF	\$ 9.00	\$ 55,755.00
8	CONSTRUCT 2" MIN. OVERLAY WITH GRINDING	120,605	SF	\$ 3.00	\$ 361,815.00
9	CONSTRUCT 6" PCC CONCRETE CURB & GUTTER	465	LF	\$ 20.00	\$ 9,300.00
10	CONSTRUCT PCC DRIVEWAY TYPE 1	2,300	SF	\$ 9.00	\$ 20,700.00
11	CONSTRUCT 3" THICK PCC SIDEWALK	9,460	SF	\$ 5.00	\$ 47,300.00
13	CONSTRUCT PCC CURB RAMP	2	EA.	\$ 1,500.00	\$ 3,000.00
14	ADJUST STORM DRAIN MANHOLE TO PROPOSED GRADE	2	EA.	\$ 600.00	\$ 1,200.00
15	ADJUST SEWER MANHOLE TO PROPOSED GRADE.	13	EA.	\$ 600.00	\$ 7,800.00
16	ADJUST GATE VALVE BOX TO PROPOSED GRADE	13	EA.	\$ 500.00	\$ 6,500.00
17	ADJUST RECLAIMED GATE VALVE BOX TO PROPOSED GRADE	7	EA.	\$ 500.00	\$ 3,500.00
18A	INSTALL NEW LOOP DETECTOR, TYPE E-6' DIA	25	EA.	\$ 500.00	\$ 12,500.00
18B	INSTALL NEW LOOP DETECTOR, TYPE D	1	EA.	\$ 450.00	\$ 450.00
19	CONSTRUCT TRAFFIC SIGNAL AND APPURTENANCES	1	LS	\$169,100.00	\$ 169,100.00
20	CONSTRUCT STREET LIGHT AND APPURTENANCES	1	LS	\$107,000.00	\$ 107,000.00
21	ADJUST SURVEY CASTING AND COVER	1	EA.	\$ 500.00	\$ 500.00
22	CONSTRUCT SPIKE AND WASHER AND/OR SE TIES	1	EA.	\$ 500.00	\$ 500.00
23	ADJUST PULL BOX TO PROPOSED GRADE.	16	LF	\$ 500.00	\$ 8,000.00
24	ADJUST WATER METER BOX AND COVER TO PROPOSED GRADE	6	EA.	\$ 500.00	\$ 3,000.00
40	INSTALL 12" WHITE THERMOPLASTIC CROSSWALK LINE	550	LF	\$ 7.50	\$ 4,125.00
41	INSTALL 4" DOUBLE YELLOW THERMOPLASTIC LINE	240	LF	\$ 2.50	\$ 600.00
42	INSTALL 4" WHITE THERMOPLASTIC LANE LINE /W PVMT. MARKERS	300	LF	\$ 3.00	\$ 900.00
43	INSTALL 8" WHITE THERMOPLASTIC CHANNELIZING LINE	520	LF	\$ 5.00	\$ 2,600.00
44	INSTALL 4" DOUBLE YELLOW THERMOPLASTIC LINE	2,500	LF	\$ 3.00	\$ 7,500.00
45	INSTALL 4" DOUBLE YELLOW THERMOPLASTIC LINE	685	LF	\$ 3.00	\$ 2,055.00
46	INSTALL 4" SKIP WHITE THERMOPLASTIC LINE	3,160	LF	\$ 3.00	\$ 9,480.00
47	INSTALL 8" WHITE THERMOPLASTIC LANE DROP LINE	200	LF	\$ 5.00	\$ 1,000.00
48	INSTALL SIGN AND POST	12	EA	\$ 200.00	\$ 2,400.00
49	INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER	6	EA	\$ 50.00	\$ 300.00
50	INSTALL TYPE IV THERMOPLASTIC ARROW MARKINGS	5	EA	\$ 150.00	\$ 750.00
51	INSTALL TYPE I (10') THERMOPLASTIC ARROW MARKING	1	EA	\$ 250.00	\$ 250.00
52	INSTALL RED PAINT ON TOP OF CURB AND CURB FACE	740	LF	\$ 2.00	\$ 1,480.00
53	REMOVE EXISTING SIGN AND POST	15	EA	\$ 100.00	\$ 1,500.00
54	PAINT 6" WHITE BIKE LANE LINE	2,150	LF	\$ 3.00	\$ 6,450.00
55	PAINT 6" WHITE SKIP BIKE LANE LINE	600	LF	\$ 3.00	\$ 1,800.00
56	PAINT BIKE SYMBOL AND 4' ARROW	3	EA	\$ 250.00	\$ 750.00
57	INSTALL TYPE VI THERMOPLASTIC ARROW MARKINGS	2	EA	\$ 150.00	\$ 300.00
58	PAINT SHARED ROADWAY BICYCLE MARKING	2	EA	\$ 150.00	\$ 300.00
59	REMOVE/SANDBLAST EXISTING STRIPING AND MARKINGS	1	LS	\$ 1,000.00	\$ 1,000.00
60	REMOVE EXISTING SIGN & INSTALL NEW SIGN ON EXISTING POST	4	EA	\$ 100.00	\$ 400.00
61	INSTALL 8" WHITE THERMOPLASTIC CHANNELIZING LINE	100	LF	\$ 5.00	\$ 500.00
62	INSTALL 8" WHITE THERMOPLASTIC CHEVRON (15' O.C.)	50	LF	\$ 5.00	\$ 250.00
CATEGORY SUB-TOTAL					\$ 866,860.00
STREET REMOVALS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
2	SAWCUT AND REMOVE EXISTING PCC SIDEWALK/RAMP/DRIVEWAY	7,960	SF	\$ 4.00	\$ 31,840.00
3	SAWCUT AND REMOVE EXISTING PCC CURB & GUTTER	650	LF	\$ 4.00	\$ 2,600.00
4	SAWCUT AND REMOVE EXISTING AC/ AB SECTION	6,645	SF	\$ 4.00	\$ 26,580.00
5	SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT	3,010	SF	\$ 3.00	\$ 9,030.00
CATEGORY SUB-TOTAL					\$ 70,050.00
LANDSCAPE AND IRRIGATION IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
70	INSTALL IRRIGATION	6,461	SF	\$ 4.00	\$ 25,844.00
71	INSTALL LANDSCAPE	6,461	SF	\$ 3.00	\$ 19,383.00
CATEGORY SUB-TOTAL					\$ 45,227.00
SUB-TOTAL					\$ 982,137.00
CONTINGENCY (15%)					\$ 147,320.55
TOTAL CONSTRUCTION					\$ 1,129,457.55
ONE YEAR WARRANTY (10%)					\$ 112,945.76
TOTAL					\$ 1,242,403





Executed in Duplicate

Public Improvements

BOND FOR FAITHFUL PERFORMANCE

WHEREAS, the City of Long Beach and DP3 SUB 2 LLC, a Delaware Limited Liability Company, hereinafter designated as "**PRINCIPAL**", have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated March 7, 2016, and identified as Tract number 72504 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 Atlantic Specialty Insurance Company, as Surety, a corporation organized and existing under the laws of the State of New York, 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 One Million, Two hundred Forty-two Thousand, Four hundred Three dollars and thirty-one cents (\$1,242,403.31) 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 6th day of October, 2016.

DP3 SUB 2 LLC

BY: (See attached Signature Block)

PRINCIPAL

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

PRINCIPAL

Atlantic Specialty Insurance Company

BY: Rosa E. Rivas

SURETY

Rosa E. Rivas, Attorney-In-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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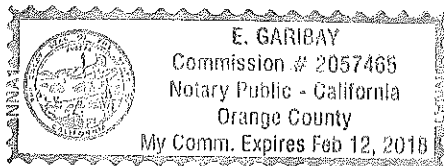
State of California )

County of Orange )On OCT 06 2016 before me, E. Garibay, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Rosa E. Rivas  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer(s)**Signer's Name: Rosa E. Rivas

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Bond No. 800018740

Faithful Performance Bond

DP3 Sub 2, LLC,

a Delaware limited liability company

By: DP3 Hangars, LLC

a Delaware limited liability company

Its: Managing Member

By: SRG Long Beach III, L.P.,

a California limited partnership

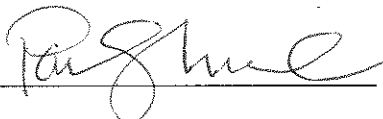
Its: Managing Member

By: Regis Contractors, Inc.,

a California corporation

Its: General Partner

By:



Name: PATRICK RUSSELL

Its: AUTHORIZED PERSON

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )  
 County of Orange )  
 On October 12, 2016 before me, Bridgit Lauri Brannon-Terpening, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Patrick Russell  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Bridgit Lauri Brannon-Terpening  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

Description of Attached Document No: 800018740  
 Title or Type of Document: Bond for Faithful Performance Document Date: 10/16/2016  
 Number of Pages: 3 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 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: \_\_\_\_\_

Approved as to form this 9<sup>th</sup> day of February, 2016.

CHARLES PARKIN, City Attorney

BY:   
DEPUTY

Approved as to sufficiency this 3 day of March, 2016.

BY:   
DIRECTOR OF PUBLIC WORKS

BP:bp  
TR 72504 Sub-13 Public Improvements.doc

BOND FOR LABOR AND MATERIALS

WHEREAS, the City of Long Beach and DP3 SUB 2 LLC, a Delaware Limited Liability Company, hereinafter designated as "**PRINCIPAL**," have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated March 7, 2018, and identified as Tract number 72504 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 Atlantic Specialty Insurance Company, as Surety, a corporation organized and existing under the laws of the State of New York, 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 Six hundred Twenty-one thousand, Two hundred one, dollars and Sixty-five (\$621,201.65) 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 6th day of October, 2016.

DP3 SUB 2 LLC

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

(See attached Signature Block)

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

Atlantic Specialty Insurance Company

BY: Rosa E. Rivas  
SURETY

Rosa E. Rivas, Attorney-In-Fact



**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.

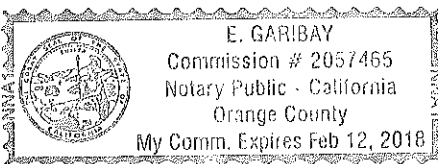
State of California )

County of Orange )On OCT 06 2016 before me, E. Garibay, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Rosa E. Rivas  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer(s)**Signer's Name: Rosa E. Rivas  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Bond No. 800018740

Labor and Material Bond

DP3 Sub 2, LLC,

a Delaware limited liability company

By: DP3 Hangars, LLC

a Delaware limited liability company

Its: Managing Member

By: SRG Long Beach III, L.P.,

a California limited partnership

Its: Managing Member

By: Regis Contractors, Inc.,

a California corporation

Its: General Partner

By:



Name: PATRICK RUSSELL

Its:

AUTHORIZED PERSON

**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 Orange )  
 On October 12, 2016 before me, Bridgit Lauri Brannon-Terpening Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Patrick Russell  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Bridgit Lauri Brannon-Terpening  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

Description of Attached Document Bond # 800018740  
 Title or Type of Document: Bond for Faithful Performance Document Date: 10/16/2016  
 Number of Pages: 3 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 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: \_\_\_\_\_

Approved as to form this 9<sup>th</sup> day of February, 2016.<sup>7</sup>


CHARLES PARKIN, City Attorney

BY:

  
DEPUTY

Approved as to sufficiency this 3 day of March, 2016.<sup>7</sup>

BY:

  
DIRECTOR OF PUBLIC WORKS

BM:bp  
TR 72504 Sub-14 Public Improvements.doc

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Eugene T. Zondlo, Rosa E. Rivas, Edith Garibay**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

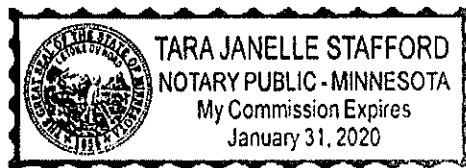
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of October, 2016.

This Power of Attorney expires  
October 1, 2017



James G. Jordan, Assistant Secretary

Amy Padilla  
California Secretary of State



## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, June 7, 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.

201413610056 DP3 SUB 2, LLC

Registration Date:	05/15/2014
Jurisdiction:	DELAWARE
Entity Type:	FOREIGN
Status:	ACTIVE
Agent for Service of Process:	KENNETH M COATSWORTH 18802 BARDEEN AVE IRVINE CA 92612
Entity Address:	18802 BARDEEN AVE IRVINE CA 92612
Entity Mailing Address:	18802 BARDEEN AVE IRVINE CA 92612
LLC Management:	*

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

Document Type	↕ File Date	↕ PDF
SI-COMplete	06/03/2016	
SI-COMplete	08/25/2014	
REGISTRATION	05/15/2014	

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

**Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- 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](#).