

SUBDIVISION AGREEMENT

TRACT NO. 7890, "HATSUSHI ESTATES, PHASE I", PLEASANTON
ALAMEDA COUNTY, CALIFORNIA

THIS AGREEMENT made and entered at Pleasanton, California, this 25th
day of JUNE, 2008, by and between:

Kazuo and Takiko Hatsushi
Hatsushi Property
2770 Vineyard Avenue
Pleasanton, CA 94566

(hereinafter referred to as "Subdivider") and the CITY OF PLEASANTON, a general law city, located in Alameda County, California, acting through the City Manager and the City Clerk, (hereinafter referred to as "City").

WHEREAS, Subdivider has a tentative map for said tract, lying within the boundaries of the City; duly approved by the Planning Commission or the City Council; and

WHEREAS, all or a portion of the area of the tentative map is presented as a "final map," a copy of said map is on file in the office of the City Engineer, and by reference is included in this Agreement for all purposes as if attached hereto; and

WHEREAS, said map and subdivision of land designates streets, easements and public ways for the City, and Subdivider proposes to dedicate this land set forth in the final map to the City; and

WHEREAS, as a condition precedent to accepting this offer of dedication by Subdivider, City requires the improvements of the public ways, installation or extension of certain City services at Subdivider's expense and certain protection for the City on behalf of the public.

NOW, THEREFORE, in consideration of the faithful performance of the promises, terms, conditions and covenants set forth herein by Subdivider and the approval of the map for recording by the City, the parties hereto agree as follows:

1. Time of Essence. Time is of the essence in the performance of this Agreement. The work and improvements required by this Agreement to be completed by

SUBDIVISION AGREEMENT

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Subdivider shall be completed within two (2) years from the above-mentioned date of this Agreement.

The City may extend the time for completion of improvements hereunder, upon good cause being shown by the Subdivider. Any such extension may be granted without notice to the Subdivider's surety, any extension so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this Agreement.

2. Work. Subdivider will do or cause to be done and performed the following described work: Improvements pursuant to plans and project bond estimates entitled

"a)Improvement Plans, Tract 7890, Hatsushi Estates, Phase I , Pleasanton, California dated March 14, 2007 and Bond Estimate for Tract 7890-Hatsushi Estates, Phase I, dated March 9, 2007 and subsequent revisions to plans," prepared by Ruggeri-Jensen-Azar & Associates, approved by the City Engineer and

b)Landscaping, Irrigation, Joint Trench and Street Lighting Plans, Tract 7890, Hatsushi Estates, Phase I, Pleasanton, California

3. Inspection. City shall inspect all of said work through an inspector employed by City at the cost and expense of Subdivider, and Subdivider shall pay City the cost of such inspection as fixed by Ordinance.

The City Engineer has tentatively fixed the inspection costs due upon execution of this agreement as follows:

\$37,280.00

4. Soils Report. Subdivider shall provide a preliminary soils report as required by Section 66490 of the Government Code. Said data shall be compiled by a qualified soils testing engineer without expense to the City.

5. Plans. All of said work shall be done and materials furnished in strict accordance with the approved plans for said tract filed with the City Engineer, and in accordance with the standard specifications and details of the City of Pleasanton. It is further understood that the work and materials shall be under the supervision of the City Engineer, and performed and installed to his satisfaction.

6. Related Contracts and Proceedings. Any prior contracts between City and Subdivider and any prior approvals by Boards, Commissions or Council of City shall not be affected by the provisions of this Agreement unless specific modification is set forth herein.

7. Security. On signing this Agreement, the Subdivider shall present to the City and file with the City Clerk, improvement security as defined in Section 66499 of

the Government Code of the State of California. Said improvement security as approved by the City Attorney, shall consist of the following as determined by the City:

- a. cash deposit made with the City, or
- b. bonds by duly authorized corporate sureties admitted to conduct such business in California, or
- c. instruments of credit from financial institutions subject to regulation by state or federal government, or
- d. bonds of a duly authorized surety company covering all or a portion of said improvements required herein where a contract for improvements has been let through an assessment district proceeding, and where said bonds have been filed with the City Clerk prior to the execution of this Agreement, as a part of the existing improvement district proceedings.

One bond shall be in the amount of 100% of the total estimated cost of the work for each stage of development, conditioned upon faithful performance of this Agreement, one bond in the amount of 100% of the total estimated cost of the work for each stage of development shall secure payment for labor and materials, and one bond in the amount of ten percent (10%) of the estimated value of the public improvements to secure maintenance of the improvements for one year following City Council acceptance.

Total estimated cost of improvement is as follows:

\$1,212,000.00

In the event of any breach by Subdivider, City may take over the work and prosecute the same to completion by any method the City deems advisable. Said work shall be for the account and at the expense of the Subdivider. Subdivider shall be liable to the City for any excess costs or damages suffered by the City. The City shall release the faithful performance and labor and materials bonds forty-five days after the recordation of the Notice of Completion. The City shall release the Maintenance Bond one year after the recordation of the Notice of Completion provided all warranty work is acceptable to the City.

8. Financing. In the event City and the Subdivider enter a contract upon mutually agreeable terms providing an appropriate special assessment act for financing and improvement of streets and easements, the City may consent to the following:

- a. The inclusion of this tract and other lands within said contracts, and

b. The release of improvement security as defined in Section 66499 of the Government Code, where the assessment contract has filed surety bonds for said improvements.

9. Defects. Subdivider shall be liable for defects in workmanship and materials on all of the above described improvements and, as security for liability against such defects, Subdivider shall file improvement or maintenance security with the City Clerk, of a type approved by the City Attorney, in the amount of ten (10) percent of the total estimated cost set forth above for a period of one (1) year after City Council acceptance.

10. Workers' Compensation. Before commencing work under this contract, Subdivider shall take out and maintain during the course of this Agreement, such worker's compensation insurance as required by the laws of the State of California. If the Acting General Contractor is not the Subdivider, then the General Contractor will provide the City with said certificate of worker's compensation insurance prior to start of construction. On failing to do so, the City may procure such insurance for the Subdivider and the Subdivider shall pay the cost.

11. Hold Harmless Agreement. Subdivider hereby agrees to and shall hold City, its elective and appointive Boards, Commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims from property damage which may arise from Subdivider's contractors', subcontractors', agents', or employees' operation under this Agreement, whether such operations be by Subdivider or by any of Subdivider's contractors, subcontractors, or by any one or more persons directly employed by, or acting as agent for, Subdivider or any of Subdivider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive Boards, Commissions, officers, agents and employees from any suits or actions at law or equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations. In addition to the above:

a. That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider, of any of the insurance policies described herein.

b. That the aforesaid hold-harmless agreement by Subdivider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans or specifications for the subdivision, or regardless of whether or not such insurance policies shall have

been determined to be applicable to any of such damages or claims for damages.

12. Insurance. Prior to the commencement of construction, Subdivider further agrees to fulfill the following or have its general contractor to fulfill the following insurance requirements:

a. Provide a Certificate of Insurance issued to the City of Pleasanton from his insurance carrier providing proof of Workers' Compensation and Policy Number. If the Acting General Contractor is not the Subdivider, then the General Contractor will also provide the City with the said Certificate of Workers' Compensation Insurance prior to start of construction. The duration of this insurance shall include the one year maintenance period.

b. Provide a Certificate of Insurance from his insurance carrier showing the amount of General Liability and Property Damage coverage with Insurance coverage of at least the following amounts:

GENERAL LIABILITY

General Bodily Injury	- \$1,000,000 Per Occurrence
General Property Damage	- \$ 1,000,000 Per Occurrence,

AUTOMOBILE LIABILITY

Bodily Injury	- \$ 1,000,000 Per Person/ \$1,000,000 Per Occurrence
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Property Damage	- \$ 1,000,000 Per Occurrence
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or

Combined Single Limit on Bodily Injury and Property Damage Liability	- \$1,000,000.
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c. All insurance companies affording coverage to the Subdivider shall be required to add the City of Pleasanton as "insured" under the insurance policy by endorsement for all work performed in accordance with this Agreement, excluding workers' compensation insurance.

d. All insurance companies affording coverage to the Subdivider shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California with a Best's rating of not less than A:VII.

e. All insurance companies affording coverage shall provide thirty-day (30) written notice to the City of Pleasanton should the policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

f. Subdivider shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

g. Subdivider shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Subdivider to provide such a substitution and extend the policy expiration date shall be considered a default by Subdivider and may subject the Subdivider to a Stop Work Notice until the Subdivider has cured the default.

h. Subdivider shall provide insurance that is primary as respects the City, its officers, employees and volunteers.

i. Maintenance of insurance by the Subdivider as specified in this Agreement shall in no way be interpreted as relieving the Subdivider of any responsibility whatever and the Subdivider may carry, at its own expense, such additional insurance as it deems necessary.

j. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the Subdivider.

k. The insurer shall provide the amount of self-insured retention and City shall have the right to deny insurance coverage if it deems the self-insured retention exceeds reasonable deduction.

13. Streets. Use of any or all streets and improvements provided by Paragraph 3 shall, at all times prior to the final acceptance of said tract by the City, be at the sole and exclusive risk of Subdivider. Issuance of any Occupancy Permits by City for a

SUBDIVISION AGREEMENT

TRACT NO. 7890, "Hatsushi Estates, Phase I"

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dwelling within the tract, at any state of development, shall not be construed to be an acceptance of improvements, or a final acceptance of said tract.

14. Street Lights. City shall, before or after acceptance of improvements, give a "turn-on" order to the power company for only those street lights that City deems necessary. Subdivider may at his sole expense provide street lighting not deemed necessary by the City, by arranging for the power company to hold the City harmless from the cost thereof, and by paying the actual power cost for said street lighting so ordered. Subdivider shall give notice to the City three (3) weeks prior to the proposed occupancy of any dwelling unit(s).

15. Attorney's Fees. The prevailing party in any action or suit for the enforcement of rights under this Agreement, shall be entitled to payment of its reasonable attorneys' fees as may be fixed by the court on account thereof.

16. Notices. All notices herein required shall be in writing and shall be delivered in person or sent by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

Notices required to be given to Subdivider shall be addressed as follows:

Kazuo and Takiko Hatsushi
Hatsushi Property
2770 Vineyard Avenue
Pleasanton, CA 94566

Notices required to be given surety or Subdivider shall be addressed as follows:

Provided that any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

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TRACT NO. 7890, "Hatsushi Estates, Phase I"

17. Binding on Land and Successors. All covenants, promises and agreements contained in this Agreement shall pertain to and do hereby expressly run with the land controlled by Subdivider and described herein. This Agreement shall bind and inure to the parties hereto, including heirs, assigns, executors, administrators, and all other parties whether they succeed by operation of law or voluntary acts of Subdivider. Signatures and execution of all parties shall be acknowledged before a notary public. Either party may file and record this agreement with the Recorder of Alameda County.

The parties hereto affix their signatures to this Agreement as of the date and year first written above.

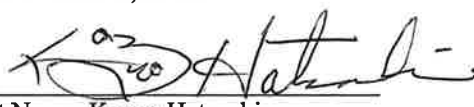
CITY OF PLEASANTON

By: 

Nelson Fialho, City Manager

SUBDIVIDER

Hatsushi Estates, Phase I

By: 

Print Name: Kazuo Hatsushi

ATTEST:

 for
Karen Diaz, City Clerk

APPROVED AS TO FORM:



Michael H. Roush, City Attorney

By: 

Print Name: Takiko Hatsushi

SUBDIVISION AGREEMENT

TRACT NO. 7890, "Hatsushi Estates, Phase I"

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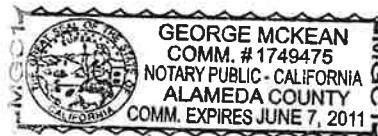
State of California

County of Alameda

On June 24, 2008 before me George McKean
Notary Public, personally appeared Kazuo Kay Hatsushi and
Takiko Hatsushi

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 George McKean (SEAL)

Commission Expiration Date: June 7 2011

LABOR AND MATERIAL BOND

WHEREAS, the City of Pleasanton, State of California, and Kazuo Hatsushi
(hereinafter designated as "principal") have entered into an agreement whereby principal agrees to
install and complete certain designated public improvements, which agreement, dated
 , 19 , and identified as project Tract 7890, 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 Pleasanton
to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part
4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held
firmly bound unto the City of Pleasanton and all contractors, subcontractors, laborers, materialmen
and other persons employed in the performance of the aforesaid agreement and referred to in the
aforesaid Civil Code in the sum of * dollars (\$ 1,212,000), for
materials furnished or labor thereon of any kind, or for amounts due under the Unemployment
Insurance Act with respect to such work or labor, that said surety will pay the same in an amount
not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will
pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including
reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded
and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by he principal and
surety on the date set forth above.

PRINCIPAL Kazuo Hatsushi

By: Kazuo Hatsushi

(Signature of Principal and Surety must be notarized)

SURETY Developers Surety and
Indemnity Company

By: Bradford R. Hanson
Bradford R. Hanson,
attorney-in-fact

* One Million Two Hundred Twelve Thousand and 00/100

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

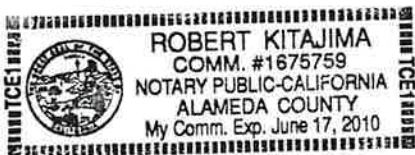
On 3-27-08 before me,

ROBERT KITAJIMA
Here Insert Name and Title of the Officer

personally appeared

KAZUO HATSUSHI
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]
Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa

On March 26, 2008

Date

before me, Rita A. Bisaha, Notary Public

Here Insert Name and Title of the Officer

personally appeared Bradford R. Hanson

Name(s) of Signer(s)



Place Notary Seal Above

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

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☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

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Signer Is Representing:
Developers Surety and Indemnity
Company

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing:

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

*** Stephen G. Roddie, Robin S. Westfall, Gregory M. Pribyl, Bradford R. Hanson, jointly or severally***

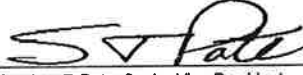
as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: 
Stephen T. Pate, Senior Vice President

By: 
Charles L. Day, Assistant Secretary



State of California
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

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 
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 26th day of March, 2008

By: 
Albert Hillebrand, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

On 3-27-08

Date

before me,

ROBERT KITAJIMA

Here Insert Name and Title of the Officer

personally appeared

KAZUO HATEVUSHI

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.

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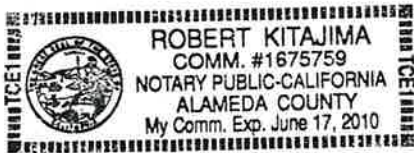
WITNESS my hand and official seal.

Signature

Robert Kitajima

Signature of Notary Public

Place Notary Seal Above



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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

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

Signer Is Representing: _____

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OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa

On March 26, 2008 before me, Rita A. Bisaha, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Bradford R. Hanson

Name(s) of Signer(s)



Place Notary Seal Above

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

OPTIONAL

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Signer Is Representing:
Developers Surety and Indemnity
Company

Signer's Name: _____

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☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

MAINTENANCE BOND

BOND NO.: 722286S

Premium included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Kazuo Hatsushi, as Principal,
and Developers Surety and Indemnity Company, a corporation organized and doing business under
and by virtue of the laws of the State of Iowa and duly licensed to conduct surety
business in the State of California, as Surety, are held and firmly bound unto

City of Pleasanton

as Oblige, in the sum of One Hundred Twenty One Thousand Two Hundred and 00/100

(\$ 121,200) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors
and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Oblige to:

Public Improvements - Tract 7890

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described
therein for a period of one year following final acceptance of said improvements;

NOW, THEREFORE, if the above Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason
of any defective materials or workmanship which become apparent during the period of one year from and after acceptance
of the said improvements by Oblige, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name
of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 27th day of March, 2008
YEAR

Kazuo Hatsushi

Principal

Developers Surety and Indemnity Company

BY:

Bradford R. Hanson

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

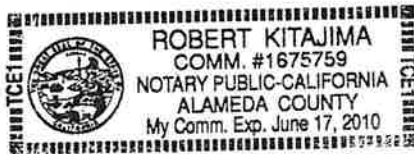
County of ALAMEDA

On 3-27-08 before me,

ROBERT KITAJIMA
Here Insert Name and Title of the Officer

personally appeared

KAZUO HATSUSHI
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]
Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa }

On March 27, 2008
Date

before me, Rita A. Bisaha, Notary Public

Here Insert Name and Title of the Officer

personally appeared Bradford R. Hanson

Name(s) of Signer(s)



Place Notary Seal Above

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

Rita A. Bisaha
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.

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:
Developers Surety and Indemnity
Company

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

*** Stephen G. Roddie, Robin S. Westfall, Gregory M. Pribyl, Bradford R. Hanson, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: [Signature]
Stephen T. Pate, Senior Vice President

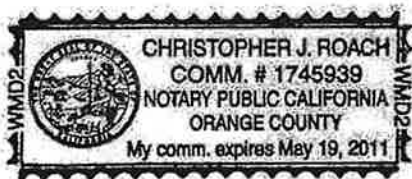
By: [Signature]
Charles L. Day, Assistant Secretary

State of California
County of Orange



On January 1st, 2008 before me, Christopher J. Roach, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

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]
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 27th day of March, 2008

By: [Signature]
Albert Hillebrand, Assistant Secretary