

CENTRAL

APPROVED BY  
JC CITY ENGINEER  
BOND CONTROL

Date Approved: 07/16/2024

District/Division Design Office  
Council District No. 1  
Permit No. BR004798  
Date Prepared: 7/12/2024

GENERAL BOND RIDER

WHEREAS, under the date 6/23/2022, I-we **Everett, LLC** as Principal, and **SURETEC INSURANCE COMPANY** as Surety, executed in favor of the City of Los Angeles, a certain bond in the sum of **THIRTY ONE THOUSAND AND NO/100 Dollars (\$31,000.00)** guaranteeing construction of certain public improvements located at-in **EVERETT ST. (W/S) FROM 628 TO 680 (NO) SUNSET BLVD.** to be completed on or before **7/10/2024** , and

WHEREAS, the Principal(s) and Surety have agreed to amend said bond by extending the time within which to construct and complete said public improvements, and

**WHEREAS, the Principal(s) and Surety have agreed to amend said bond by executing the SUBDIVISION LABOR AND MATERIAL PAYMENT BOND for FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$15,500.00) to satisfy the condition specified by VTT-83390-SL-HCA. WHEREAS, amend said bond to follow requirements established subdivisions improvements agreement and contract.**

WHEREAS, the Obligee is willing to accept said amendments, as agreed,

NOW THEREFORE, it is agreed by the undersigned Principal(s) and Surety on said bond that the time for performance shall hereby be extended to on or before **12/30/2025**

and it is hereby expressly agreed that the effective date of this rider is the date of its acceptance by the City, and all other terms and conditions shall remain the same as originally written.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on July 15, 20 24.

Principal Signatories  
**EVERETT, LLC**

Michael Cohen, Managing Member  
[Signature]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY: SureTec Insurance Company

By: James Keeling James Keeling (Attorney-in-Fact)

Surety's Address: 3111 Camino del Rio N., Ste 900 San Diego CA 92108

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

James Keeling, Jon Valois

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five Million and 00/100 Dollars (\$5,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of January, 2023.

SureTec Insurance Company

By:   
Michael C. Keimig, President



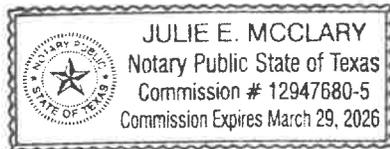
Markel Insurance Company

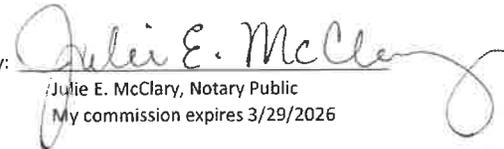
By:   
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 27th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By:   
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 15th day of July, 2024.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Andrew Marquis, Assistant Secretary

# 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 Santa Barbara }

On 07/15/2024 before me, F Stassi, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared James Keeling

Name(s) of Signer(s)

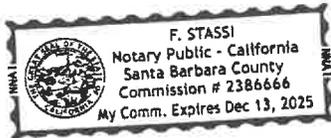
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

### Description of Attached Document

Title or Type of Document: Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: No Other Signers

### Capacity(ies) Claimed by Signer(s)

Signer's Name: James Keeling

- 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:

SureTec  
Insurance 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:

# 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 JULY 16, 2024 before me, Wan Thong Lim, Notary Public  
(insert name and title of the officer)

personally appeared MICHAEL COHEN  
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.

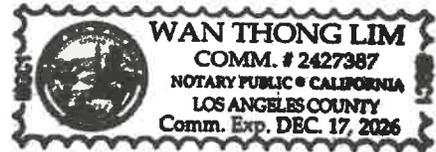
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Clear Form

Print Form

## DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT:

GENERAL BOND RIDER

NUMBER OF PAGES:

ONE

DATE OF DOCUMENT:

7/16/2024

SIGNER(S) OTHER THAN NAMED ABOVE: No Other Signers

APPROVED FOR THE  
CITY ENGINEER BY  
JC  
BOND CONTROL

ACCEPTED  
RISK MANAGEMENT  
CITY ADMINISTRATIVE OFFICE  
Date Approved: 07/26/2024  
LA02202403

City of Los Angeles  
DEPARTMENT OF PUBLIC WORKS  
**SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

THIS AGREEMENT AND CONTRACT, made and entered into, by and between the CITY OF LOS ANGELES, hereinafter designated as the CITY; and **EVERETT, LLC**

hereinafter designated as SUBDIVIDER; WITNESSETH:

ONE: For, and in consideration of the approval of the final map of that certain division of land known as:

**Everett St. (W/S) from 628 to 680 (NO) Sunset Blvd.**

and for acceptance of the dedication therein by the CITY, the SUBDIVIDER hereby agrees, at his own costs and expense, to construct and install all public improvements required in and adjoining and covered by the final map which are shown on plans, profiles and specifications, previously supplied to the City Engineer; and to furnish all equipment, labor and materials necessary to construct, install and complete the required improvements in a good and workmanlike manner. The estimated cost for completion of the above-mentioned work and improvement is the sum of **THIRTY ONE THOUSAND AND NO/100 Dollars \$31,000.00**

TWO: It is agreed that the SUBDIVIDER has furnished to the City Engineer all necessary final plans, profiles and standard specifications for the required public improvements; or, that in lieu of such final plans, profiles and specifications, the City Engineer has been furnished preliminary plans that are of sufficient detail so as to be approved by the City Engineer for use in the preparation of the estimated cost of the required improvements. In consideration of the acceptance of such preliminary plans by the City Engineer, the SUBDIVIDER hereby agrees to furnish all necessary final plans, profiles and specifications in a form that will be sufficient to be processed and approved by the City Engineer not later than six (6) months from the date the final map of said subdivision of land is filed for record with the County Recorder, County of Los Angeles, State of California.

THREE: The SUBDIVIDER agrees to perform all of the above-mentioned work under permit or permits to be issued by the Board of Public Works, hereinafter designated as the BOARD. All work shall be performed in accordance with the standards and specifications of the BOARD, as amended, and to the approval of the City Engineer. The SUBDIVIDER further agrees to pay for such inspection of work and improvements as may be required by the BOARD, and the performance of the work shall be further conditioned upon due compliance with all of the provisions of Article 7 of Chapter 1, and Sections 62.105 through 62.117, inclusive, of the Los Angeles Municipal Code, as amended. Continuation Sheet For:

**SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

FOUR: In the event said work is required to be performed under Class "B" Permit as defined in Section 62.106 of the Municipal Code, the SUBDIVIDER hereby agrees to obtain said permit from the City Engineer, including payment of all necessary fees as required under the provisions of Sections 62.110 and 62.111 of said Code, prior to certification of the final map by the City Engineer.

FIVE: If the planting of street trees is required under the conditions of approval established by the Advisory Agency, the SUBDIVIDER shall install all required trees and shall pay all maintenance fees for each tree required to be planted by the SUBDIVIDER, in accordance with the maintenance fee schedule set forth in Section 62.176 of the Municipal Code. Said fees shall be paid to the Bureau of Engineering of the DEPARTMENT OF PUBLIC WORKS and shall be included in the permit fee deposit for the permit type determined by the Bureau of Engineering.

SIX: The SUBDIVIDER agrees to perform any changes or alterations required by the CITY in the construction and installation of the required improvements, provided that all such changes or alterations do not exceed ten (10) percent of the original estimated cost of such improvements; and the SUBDIVIDER further agrees; to install such devices for the abatement of erosion or flood hazard as may be required under the provisions of Section 61.02 of the Municipal Code; the costs of each of the above to be borne by the SUBDIVIDER.

SEVEN: The SUBDMIDER expressly agrees to perform the above-mentioned work in a diligent and workmanlike manner so as to complete the construction and installation of all required public improvements on or before twenty-four (24) months from the date the final map is filed for record with the County Recorder, County of Los Angeles, State of California; or within any lawful extension of said term, or as otherwise provided by law. The SUBDMIDER acknowledges that in the event any extension of term is granted, the City Engineer may impose additional conditions in accordance with Section 17.08G-3 of the Municipal Code.

EIGHT: The SUBDMIDER agrees to warrant all work performed against any defective workmanship, or labor done, or defective materials furnished in the performance of the work required by this contract. The term of this warranty shall expire one year from the date of acceptance of the completed improvements by the City Engineer, all as required under Chapter 5 of Division 2 of Title 7 of the State of California Government Code, known as the "Subdivision Map Act," and as amended. The estimated amount sufficient for warranty is the sum of NONE.

NINE: The CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring from or to the works specified in this contract prior to the completion and acceptance of the same by the City Engineer; nor shall the CITY, nor any officer or employee thereof, be liable for any persons or property injured by reason of the nature of said work, or by reason of the acts or omissions of the SUBDMIDER, his agents or employees, in the performance of said work; but all of said liabilities shall be assumed by the SUBDMIDER. The SUBDMIDER further agrees to protect, defend and hold harmless the CITY and its officers and employees from all loss, liability or claim because of, or arising out of, the acts or omissions of the SUBDMIDER, or his agents and employees, in the performance of this contract, or arising out of the use of any patent or patented article in the construction of said work. Continuation Sheet For:

### **SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

TEN: It is agreed that the SUBDMIDER has filed or deposited with the CITY a good and sufficient IMPROVEMENT SECURITY in accordance with the provisions of Section 17.08G of the Municipal Code of the CITY, in an amount equal to or greater than the estimated cost of construction and installation of the required improvements and an amount sufficient to act as warranty for said improvements as defined in Article Eight hereof, together with reasonable attorney's fees which may be incurred by the CITY in enforcing the terms and conditions of this contract. IN ADDITION TO the Improvement Security, it is further agreed that the SUBDMIDER has filed or deposited a good and sufficient PAYMENT SECURITY for labor and materials in an amount not less than fifty (50) percent of the amount of the Improvement Security, 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 sureties or security on either said Improvement Security or Payment Security, or both, in the opinion of the CITY become insufficient, in any respect, the SUBDMIDER hereby agrees to furnish sufficient additional security within ten (10) days after receiving notice from the CITY that said extant securities are insufficient.

ELEVEN: It is further understood and agreed, that in the event it is deemed necessary to extend the time for the performance of the work contemplated to be done under this contract, such extensions of time may be granted by the City Engineer or by the BOARD, or both, either at their own option or upon request of the SUBDMIDER, and such extensions shall in no way affect the validity of this contract, the Subdivision Cash or Negotiable Security Improvement and Warranty Performance Agreement executed in connection herewith or release the Surety on any Surety Bond or Bonds. Such extensions of time may be conditioned upon a construction schedule to be specified by the City Engineer, and/or a revision of the Improvement Security based on revised estimated improvement costs, and/or revision of the plans, profiles and specifications used for the construction and installation of the required improvements to comply with the standards and specifications of the BOARD in effect at the time such extension of time is granted.

TWELVE: The SUBDMIDER further agrees to maintain the aforesaid Improvement and Payment Security in full force and effect, during the term of this contract, including any extensions of time as may be granted thereto.

THIRTEEN: If the SUBDMIDER neglects, refuses or fails to prosecute the required work with such diligence as to insure its completion within the time specified herein, or within such extension of said time as may have been granted by the City Engineer or by the BOARD, or both, or if the SUBDMIDER neglects, refuses or fails to perform satisfactorily any of the provisions of the improvement construction permit, plans and profiles, or specifications, or any other act required under this agreement and contract, the BOARD may declare this agreement and contract in default.

Immediately upon a declaration of default, the Subdivider and Surety shall be liable to City for the cost of construction and installation of the public improvements and for costs and reasonable expense and fees, including reasonable attorneys' fees incurred in enforcing this Agreement and Contract.

A notice of default shall be mailed to the SUBDIVIDER and any Surety and the Board shall cause a demand to be made for payment of any negotiable securities held as Improvement Securities in connection with this Agreement and Contract. Continuation Sheet For:

**SUBDIVISION IMPROVEMENT AGREEMENT AND CONTRACT**

In the event of such default, the SUBDIVIDER hereby grants to the CITY and/or the Surety upon any Surety Bond, the irrevocable permission to enter upon the lands of the subject division of land for the purpose of completing the required improvements. The CITY reserves the right if it elects to do the work to exclude the SUBDIVIDER from the site in order to complete the required work either by CITY forces or by separate contract.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named SUBDIVIDER on July 10, 2021.

**EVERETT, LLC**

[Signature], Managing Member

SEE INSTRUCTIONS FOR SIGNATURES AND ACKNOWLEDGMENTS ON "NOTICE TO CLASS B PERMIT AND BOND APPLICANTS" (FORM ENG. 3.693-REVISED)

District Design Office: **CENTRAL**

Council District No.: **1**

Date Issued: **6/10/2022**

Location: **Everett St. (W/S) from 628 to 680 (NO) Sunset Blvd.**

## 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 July 10th 2024 before me, Masis Vartanian, a Notary Public  
(insert name and title of the officer)

personally appeared Michael Cohen,  
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)



4455451

SURETY'S BOND NO.

**CENTRAL**

APPROVED FOR THE  
CITY ENGINEER BY

CAO220240

District/Division Design Office  
Council District No. 1  
Date Issued: 6/10/2022

JC  
BOND CONTROL

CAO-RISK MANAGEMENT NO.

Premium - Amount Included with Performance Bond  
Original (1)

Date Approved: 07/16/2024

**SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **EVERETT, LLC**

as **PRINCIPAL** and **SURETEC INSURANCE COMPANY** a corporation incorporated under the laws of the State of TX and authorized by the laws of the State of California to execute bonds and undertakings as sole surety, as **SURETY**, are held and firmly bound unto the City of Los Angeles, in the **JUST** and **FULL SUM** of **FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars \$15,500.00**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The **CONDITION** of the foregoing obligation is such that **WHEREAS** the **PRINCIPAL** has entered or is about to enter into a contract with the **CITY**, pursuant to the authority of an act of the Legislature of the State of California known as the "Subdivision Map Act" (Division 2, commencing with Section 66410, of Title 7 of the Government Code) and amendments thereto, for the construction and installation of certain public improvements in accordance with the terms and conditions stipulated in said contract, and **WHEREAS**, pursuant to said Code, the **PRINCIPAL** must give this **PAYMENT BOND** as a condition to the execution of said contract, and for approval by the **CITY** of that certain division of land known as:

**EVERETT ST. (W/S) FROM 628 TO 680 (NO) SUNSET BLVD.**

**NOW, THEREFORE**, if said **PRINCIPAL** fails to pay the Contractor or his Subcontractors, or fails to pay persons renting equipment or furnishing labor or materials of any kind for the performance of said contract, or fails to pay amounts due under the Unemployment Insurance Act with respect to such work or labor, then 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 the **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.

Continuation Sheet For:

**SUBDIVISION LABOR AND MATERIAL PAYMENT BOND**

IT IS 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 to 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 the contract, or to the work to be performed thereunder, or to plans and specifications for the work to be performed, shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. 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**.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named **PRINCIPAL** and **SURETY** on July 9, 2024.

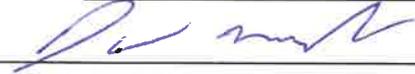
Principal Signatories  
EVERETT, LLC

W.C., Managing Member  
\_\_\_\_\_  
\_\_\_\_\_

Principal Signatories

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY: SureTec Insurance Company

By:  David Melman, Attorney-in-Fact (Attorney-in-Fact)

Surety's Address: 3111 Camino Del Rio N, Suite 900, San Diego, CA 92108

July 9, 2024

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Gloria S. Becerra, Dave B. Roalkvam, David Melman, Ruth Alonso, Amanda Harvey, Evan M. DeBow, Eric Taylor, Maria Melendez, Rene Brandt, Deanna Fonseca, Albert Espino

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 28th day of April, 2023.

SureTec Insurance Company

By: Michael C. Keimig  
Michael C. Keimig, President



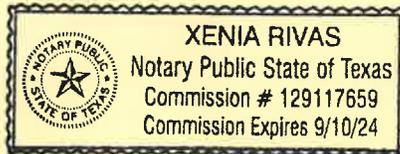
Markel Insurance Company

By: Lindsey Jennings  
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

On this 28th day of April, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: Xenia Rivas  
Xenia Rivas, Notary Public  
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 9th day of July, 2024.

SureTec Insurance Company

By: M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis  
Andrew Marquis, Assistant Secretary

**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 San Diego

On July 9, 2024 before me, S. Rynard, Notary Public

personally appeared David Melman

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.

S. Rynard  
Signature of Notary

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SureTec Insurance Company

\_\_\_\_\_  
Signer(s) other than named above

# 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 July 10th 2024 before me, Masis Vartanian, a Notary Public  
(insert name and title of the officer)

personally appeared Michael Cohen,  
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)



City of Los Angeles  
DEPARTMENT OF PUBLIC WORKS  
Office of the City Engineer

4455451

SURETY'S BOND NO.

**CENTRAL**

APPROVED FOR THE  
CITY ENGINEER BY

JV

BOND CONTROL

District/Division Design Office  
Council District No. 1  
Date Issued: **06/10/2022**

LA 02202405

CAO-RISK MGMT. NO.

Date Approved: 06/23/2022

### GENERAL IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **EVERETT, LLC**

as PRINCIPAL and SureTec Insurance Company a corporation incorporated under the laws of the State of Texas and authorized by the laws of the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Los Angeles, in the JUST and FULL SUM of **THIRTY ONE THOUSAND AND NO/100 Dollars (\$31,000.00)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS the above bounden PRINCIPAL has applied for a building permit, zone change, zone variance, conditional use of property, street or alley vacation, legal lot access, or has voluntarily offered to dedicate and/or improve certain public easements, and said PRINCIPAL, in conjunction therewith, has agreed to construct and install all of the following public improvements, to wit: construct and install **STREETS, STREET LIGHTING (ALL ITEM BUT STREET LIGHTS), STREET TREES**

Said improvements to be located at or in, and adjoining: **EVERETT ST. (W/S) FROM 628' TO 680' (NO) SUNSET BLVD.**

Said work shall be performed under permit or permits to be issued by the Board of Public Works of the CITY, hereinafter called the BOARD, in accordance with the standards and specifications of the BOARD, as amended, and to the approval of the City Engineer. The PRINCIPAL agrees to pay for such inspection of work and improvements as may be required by the BOARD, and further agrees to furnish all necessary final plans, profiles and standard specifications in a form that will be sufficient to be processed and be approved by the City Engineer not later than six (6) months prior to the date specified for the completion of the required work, which shall be on or before: **July 10, 2024.**

**GENERAL IMPROVEMENT PERFORMANCE BOND**

or within any lawful extension of said term by the City Engineer, or as otherwise provided by law. If it is deemed necessary to extend the time within which to complete said work, it is understood and agreed that such extension of time shall be subject to a revision of the estimated improvement costs, and that the required improvements shall be constructed and installed in accordance with the standards and specifications of the BOARD in effect at the time such extension of time is granted. This bond is further conditioned upon and guarantees due compliance with all of the applicable provisions of ARTICLES 2 and 7 of CHAPTER 1, and Sections 62.105 through 62.118, inclusive, of the Municipal Code of the CITY, as amended.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work specified hereinabove in all respects within the time specified for such performance, or with any lawful extension thereof, this obligation shall be void upon the delivery to the PRINCIPAL and SURETY of a CERTIFICATE OF ACCEPTANCE, signed by the City Engineer of the CITY certifying that all of the requirements for which this bond is a guarantee have been completed to the satisfaction of the City Engineer; otherwise, this obligation shall be and remain in full force and effect until exonerated or canceled by the City Engineer.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on June 14, 20 22.

Principal Signatories

**EVERETT, LLC**



Michael Cohen, Managing Member

SURETY: SureTec Insurance Company

By: James Keeling  (Attorney-in-Fact)

Surety's Address: 1330 Post Oak Blvd. Ste 1100, Houston TX 77056

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

James Keeling, Jon Valois

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

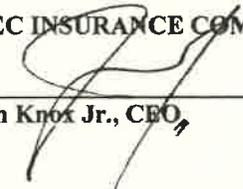
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 3<sup>rd</sup> day of April, A.D. 2018.

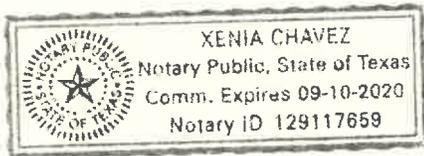
SURETEC INSURANCE COMPANY

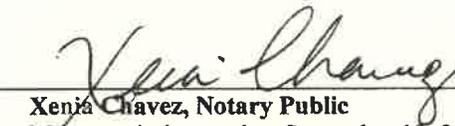
By:   
John Knox Jr., CEO



State of Texas                      ss:  
County of Harris

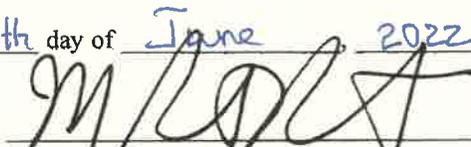
On this 3<sup>rd</sup> day of April, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14<sup>th</sup> day of June, 2022, A.D.

  
M. Brent Beaty, Assistant Secretary

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

**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 Santa Barbara

On 06/14/2022 before me, Brenda S. Cota, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared James Keeling  
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 Brenda S. Cota  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_ Bond \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: No Other Signers

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James Keeling

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

SureTec Insurance Company

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

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian of Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California )
County of LOS ANGELES )
On JUN 17 2022 before me, BRANDON CARDONA RODAS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
Personally appeared MICHAEL COHEN
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 [Handwritten 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 PERFORMANCE GENERAL IMPROVEMENT BOND Document Date N/A
Number of Pages N/A Signer(s) Other Than Named Above N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name Signer's Name
[ ] Corporate Officer—Title(s) [ ] Corporate Officer—Title(s)
[ ] Partner [ ] Limited [ ] General [ ] Partner [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact [ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator [ ] Trustee [ ] Guardian or Conservator
[ ] Other [ ] Other
Signer Is Representing Signer Is Representing