

## AGREEMENT

### (SUBDIVISION IMPROVEMENT AGREEMENT)

THIS SUBDIVISION IMPROVEMENT AGREEMENT (Tract 8213) (the "**Agreement**") is made by and between the **CITY OF ALAMEDA**, a municipal corporation in the County of Alameda, State of California, hereinafter called "**City**," and Clifford E. Mapes, a California Corporation, hereinafter called "**Developer**" and dated this \_\_\_\_ day of \_\_\_\_\_ 2015.

### WITNESSETH:

WHEREAS, Developer is in possession of a tract of land lying in the City of Alameda, County of Alameda, State of California, known as Tract 8213, hereinafter called "**Subdivision**" and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Tentative Map of the Tract 8213 was approved with conditions by the City Council on October 2, 2012, which conditions are on file in the Public Works Department and incorporated herein by this reference; and

WHEREAS, the Final Map of the Subdivision has been reviewed by the City's Public Works and Planning Directors and found to be in compliance with the approved Tentative Map; and

WHEREAS, State Subdivision Map Act (Government Code Section 66410, et. seq.) (the "**Map Act**") and Chapter 30 of the Alameda Municipal Code require the execution of this Agreement relating to improvements required to be hereinafter constructed prior to the approval by the City Council of the Final Map.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

1. Construction Obligation:

(a) Developer agrees at Developer's sole cost and expense to cause all improvements identified in the conditions to the approval of the Subdivision to be made and completed to the City's satisfaction within two (2) years from the date City has executed this Agreement. A copy of such conditions is on file in the Public Works Department.

(b) No extension of time shall be made except upon the basis of a written application made by Developer to the Public Works Director stating fully the grounds of the

application and facts relied upon for such an extension. Any extension may be conditioned upon an increase in security and inspection fees to reflect current costs. Neither such extension nor other delay by City shall constitute a waiver of any of the obligations of Developer or Developer's surety.

2. Easements and Permits: Developer shall, at Developer's sole cost and expense: a) provide any and all rights of way and easements which may be necessary or convenient for the Subdivision and its required improvements b) obtain all necessary permits and licenses for the construction of the required improvements c) give all necessary notices and d) pay all fees and taxes required by law.

3. Performance of the Work: Construction shall commence within a reasonable time. Developer agrees to perform the work of construction of all improvements for the Subdivision in a workmanlike and professional manner, in accordance with all requirements of State and local law, including the Alameda Municipal Code, Public Works Standard Specifications, or any subsequent revisions thereof, and according to the plans and specifications approved by the Public Works Director, prepared by McKean Engineering entitled "Tract 8213 Improvement Plans," filed in the office of the City's Public Works Director. Developer agrees that all details and notes shown on the aforementioned plans shall be made a part of the improvements.

4. Modifications: Developer reserves the right to modify said plans and specifications as the development progresses should unforeseen conditions occur, providing written approval is first obtained from the Public Works Director. City also reserves the right to make or require reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. Developer shall pay the City for all costs including, without limitation, plan check and inspection costs resulting from any such modifications. Developer shall provide personal supervision of the work on the improvements or have a competent contractor, foreman or superintendent on the work at all times during progress with authority to act for Developer.

5. Compliance and Inspection: All development activity shall be in compliance with conditions of approval of the Subdivision and measures imposed to mitigate adverse environmental effects of the project including any monitoring program(s). All improvements shall be inspected by City for compliance with City standards, plans, specifications, and Subdivision regulations. Concurrent with the execution of this Agreement Developer shall pay to City all costs associated with all City Public Works inspections and Public Works engineering and administrative expenditures through completion of the improvement and acceptance of improvements by the City Council.

6. Access to Work: Developer shall allow City's duly authorized representatives access to the work at all times and shall furnish them with every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the approved plans. Developer is required to give at least one (1) day's advance notice of the date upon which work is commenced and the date upon which the work is to be completed. City may reject defective work and require its repair, replacement, or removal by Developer, all at no expense to City.

7. Street Trees:

(a) Developer agrees to plant street trees of the designated species, in accordance with improvement plans and Standard Specifications of the City, along all public streets fronting the subdivision as shown on the improvement plans.

(b) Developer shall maintain (including replacement) the street trees (other than those street trees City has assumed responsibility for planting pursuant to (a) above) in a healthy, vigorous and growing condition, for a period of one (1) year after each tree is planted. Developer shall deposit with the City \$100.00 per tree (the "Maintenance Deposit") to guarantee that the trees will be maintained for the one year period. All trees must be in a healthy, vigorous, growing condition at the end of the one year maintenance period or the replacement of the tree and/or extension of the maintenance period will be required at the discretion of the Community Resources Director. At its option, City may use the Maintenance Deposit to maintain/replace the street tree. Any remaining Maintenance Deposit shall be returned to the Developer upon satisfactory completion of the maintenance period.

9. Street Sweeping: Developer agrees to keep the public right-of-way clean and clear of building materials on all streets where homes are occupied. If the Developer constructs the subdivision in phases, Developer agrees to pay for the cost of the City street sweeper to sweep the streets in front of the completed homes until the subdivision is accepted for maintenance by the City.

10. Trench Paving: Developer agrees to maintain all excavations in existing streets in a safe condition until the permanent paving is installed. Temporary paving shall be installed at the end of each work day and the paved street area kept opened and available for traffic. Each side of the trench shall be cut to a neat line prior to the placement of the permanent pavement. If the permanent pavement is not installed within the time limits stated on the plans, or as directed by the Engineer, Developer agrees to pay City to repave the trench, at the rate of \$6.00 per square foot.

11. Undergrounding of Utilities: Developer agrees to place underground services to existing structures as well as all new utility lines to and within the Subdivision.

12. Cable Television: Developer shall provide trenches for Cable Television facilities at no cost to the cable franchise.

13. City Services: Developer agrees to be financially responsible for all required City services provided to subdivision residents prior to acceptance of improvements by City.

14. Developer Not Agent of City: Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

15. Developer Responsibility for Work: Until such time as the improvements are accepted by City, Developer shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed. Until such time as all improvements required by this agreement are fully completed, passed final inspection and, if to be dedicated to the City, are and



accepted by City, Developer will be responsible for the care, maintenance of, and any repairs or reconstruction to remedy any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Developer.

16. Obligation to Warn Public: Until final acceptance of the improvements, Developer shall give good and adequate warning to the public of each and every potentially dangerous condition which exists in said improvements, and will take all reasonable actions to protect the public from such condition(s).

17. Sale or Disposition of Subdivision: Developer is the owner of the subject property or owner has also executed this Agreement to indicate consent to the terms herein. The sale or other disposition of this property will not relieve such parties from the obligations set forth herein. If the property or any portion of the property within the Subdivision is sold to any other person, the Developer may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the Developer may obtain a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the Developer of the obligations under Paragraphs 30 and 31 for the work or improvements done by or on behalf of Developer. Developer shall give written notice to City within ten (10) days after close of escrow of any sale or transfer of all or any portion of subject property and any assignment of this Agreement, specifying the name or names of the assignee, the Assignee's mailing address, the amount and location of the land sold or transferred, evidence of the express assumption of the obligations hereunder, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

18. Improvement Security: In order to insure full and faithful performance of this Agreement and in accordance with the requirements of the Subdivision Map Act and local implementing ordinances, Developer shall file with this Agreement the following security in the type and amounts specified:

(a) Faithful performance security in the sum of \$ 191,685.30 to cover all costs of public improvements, which is equivalent to one hundred percent (100%) of the approved engineer's estimate for the cost of improvement including a twenty percent (20%) contingency.

(b) Labor and materials security in the sum of \$ 191,685.30 to ensure payment in full of all persons, firms and corporations who perform labor or furnish materials for work done on said public improvements, which is equivalent to one hundred percent (100%) of the approved engineer's estimate for the cost of improvement including a twenty percent (20%) contingency.

19. Form of Security: All security shall be of a type specified in Government Code §66499(a)(1), (2), or (3), and must be satisfactory to and be approved by the City Attorney as to form. In conjunction with the submittal of bonds, the successful bidder shall furnish the following information:



(a) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bonds to do so; and

(b) A certificate from the Clerk Alameda County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

Certificates of deposit shall not be deemed to be satisfactory security unless such certificates provide that the City is the owner of record of such funds. The City shall be the sole indemnity named on any instrument required by this Agreement. In addition to the full amount of the security, there shall be included costs and reasonable expenses and fees including attorney's and expert's fees incurred in enforcing the obligation secured.

20. Cash Security: Developer shall, upon execution of this Agreement, deposit with City \$5,000.00 to be applied at the discretion of City to correct minor deficiencies that may arise during or after the construction of the Subdivision. Upon notice by City, Developer shall pay sufficient monies to City to maintain this cash deposit until inspection of all the improvements and acceptance of public improvement. Any unexpended amount will be returned to Developer at the time all bonds and securities are released.

21. Acceptance of Improvements: No improvement shall be accepted by the City unless and until it is free of all liens and encumbrances, free of all material defects and conditions which may create a hazard to the public health, safety, or welfare and until Developer has set and established survey monuments in accordance with the Final Map and to the satisfaction of the Public Works Director. Upon completion of final inspection of the improvements described herein, the Developer shall comply with Section 3093 of the Civil Code and shall forthwith deliver to the Public Works Director a copy of the notice of completion required by said section bearing certification of recordation by the County Recorder. In addition, all properties, rights-of-ways, easements, and other interests to be dedicated to the City shall be, before acceptance thereof by the City, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

22. Guarantee and Security: Developer guarantees that all improvements shall be free from defects of materials or work quality and shall perform satisfactorily for a period of at least one (1) year from and after acceptance of such improvements by City as complete, and the Developer shall repair any defects in any such improvements and replace any defective improvements which cannot be repaired and which occur or arise within said one (1) year period at Developer's own expense. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or contract for the necessary work and Developer shall pay to City the actual cost of such repairs as well as all administrative expenses incurred by City.

23. Exoneration of Surety: City shall not be required to exonerate any surety, release any security relating to satisfactory completion of the improvements or issue occupancy permits

until acceptance of proposed public improvements by the City or, in the case of improvements which will not be dedicated to and accepted by City, until the improvements have passed final inspection by City. In addition, release of security, exoneration of sureties and issuance of occupancy permits will be predicated upon the receipt of required maintenance and/or warranty agreements and security therefor as well as payment of all outstanding fees and reimbursements due City pursuant to this Agreement.

24. Building Permit Requirements: Prior to issuance of any building permit, Developer shall comply with all conditions precedent to issuance, including without limitation, the Uniform Fire Code requirements relating to access and water supply. Developer shall also pay the applicable Property Development Excise Tax as well as all required fees.

25. Default of Developer: Default of Developer shall include, but not be limited to, Developer's failure to timely commence construction or the development under this agreement; Developer's failure to timely complete construction of the improvements; Developer's failure to timely cure any defect in the improvements; Developer's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work; Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty (30) days; the commencement of a foreclosure action against the Developer or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or Developer's failure to perform any other obligation under this Agreement. Developer shall notify the Public Works Director of Developer's insolvency, appointment of a receiver, the filing of a petition for bankruptcy, the commencement of a foreclosure action, or any correspondence in lieu thereof.

In addition to specific provisions of this agreement, performance by either party shall not be deemed to be in default where delays or defaults are due to war; terrorism; insurrection; riots; floods; earthquakes; fires; quarantine restrictions; court order; or any other similar causes beyond the control or without the fault of the party claiming an extension of time to perform.

26. Remedies in Event of a Default: In the event of Developer's default: (beyond any reasonable cure periods and subsequent to City's written notice to Developer of such default):

(a) City reserves to itself all remedies available to it at law or in equity. Any remedies specified herein are in addition to and not in lieu of other remedies available to City. Developer agrees that City has full discretion in choosing the remedy or remedies to pursue and that the failure of City to take enforcement action shall not be construed as a waiver of that or any subsequent default or breach.

(b) Developer, the surety and any person, firm, partnership, entity, corporation, or association claiming any interest in the real property hereinabove described and each of them shall totally reimburse City for its reasonable costs and expenses (including reasonable attorneys fees and costs) including interest thereon at the maximum rate allowed by law from the date of notification of such cost and expense until paid. Such obligation for reimbursement shall not be limited by the amount of the estimates set forth or by such security as may have been provided to City in connection with this Agreement. Such amounts and interest accrued thereon shall constitute a lien on the subject property.



(c) City may enter onto the subject property, take over the work and prosecute the same to completion by contract or any other method City deems advisable, and, in such event, City, without liability for so doing, may take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer which may be on the site of the work and necessary performance of the work.

(d) City may record a Notice of Violation against all lots in the Subdivision, revert the Subdivision to acreage and/or withhold or revoke all building, zoning and occupancy permits.

27. Hold Harmless; Duty to Defend and Indemnify:

(a) The Developer shall be solely responsible and save City harmless for all matters relating to the payment of Developer's employees and agents, including compliance with social security, withholding and all other regulations governing such matters.

(b) Attacks to City's Approval of Project: Developer shall hold harmless, defend, and indemnify City, its City Council, boards, commissions, officers, officials, directors, employees, and agents (collectively, "**Indemnitees**") from and against any claim, action, or proceeding against the City or its agents, officers, and employees to attack set aside, void, or annul an approval of the City concerning the Subdivision, which action is brought within the time period provided for in Government Code Section 66499.37. The City shall promptly notify Developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify Developer of any claim, action, or proceeding, or if the City fails to cooperate in the defense, Developer shall not hereafter be responsible to defend, indemnify, or hold harmless the City.

(c) Claims Related to Injury to Persons or Property: Developer further agrees that it will hold harmless, defend, and indemnify the Indemnitees from and against any or all loss, liability, claims, lawsuits, costs and expenses whatsoever (including costs of defense and reasonable attorneys' fees) and damages of every kind caused to any person or to the property of any person which may occur on any portion of the Subdivision then owned by Developer and caused by any acts or omissions of the Developer or its agents, servants, employees or contractors in the performance of its duties under this Agreement.

28. Insurance:

(a) Without limiting Developer's indemnification provided herein, Developer shall take out and maintain at all times during the term of this Agreement, with an insurance company that is acceptable to City and licensed to do insurance business in the State of California, the following policies of insurance with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII, or its equivalent, against injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by Developer, its agents, employees or subcontractors:



(i) Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) in the following minimum limits: bodily injury: \$1,000,000 each occurrence, \$2,000,000 aggregate – all other; and property damage: \$1,000,000 each occurrence, \$2,000,000 aggregate. If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. If work involves explosives, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. The amount of any deductible or self-insured retention over \$100,000.00 shall be declared and security posted guaranteeing payment of losses and defense costs. Said policy shall contain, or be endorsed with, the following provisions:

(A) The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of the Developer, including materials, parts or equipment furnished in connection with such work or operations, with coverage to include products and completed operations of Developer and premises owned, occupied or used by Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

(B) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (ten (10) days for non-payment of premium) to City by certified mail.

(C) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(D) For claims related to this project, the Developer's insurance is primary coverage to the City, and any insurance or self-insurance programs maintained by the City is excess to Developer's insurance and will not be called upon to contribute with it.

(E) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City, its officers, employees and agents.

(ii) Automobile Liability, with coverage at least as broad as Insurance Services Office form number CA 00010692, Code 1 (any auto), in the following minimum limits: bodily injury: ~~\$1,000,000~~ \$100,000 each occurrence; property damage: ~~\$1,000,000~~ \$100,000 each occurrence; or combined single limit: ~~\$2,000,000~~ \$300,000 each occurrence. The amount of any deductible or self-insured retention over ~~\$100,000.00~~ \$5,000 shall be declared to and approved by the City. Said policy shall contain, or be endorsed with, the provision that coverage shall not be canceled nor reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to City by certified mail.

(iii) Developer shall cause the construction contractors and Subcontractors to provide the following insurance coverages:

(A) Commercial, broad form general liability insurance, including contractual liability, products and completed operations, in an amount not less than \$1,000,000, combined single limit. If such insurance is provided under a blanket policy, a separate general liability and completed operations aggregate limit shall apply to the Subdivision; at least \$1,000,000 shall be primary and the remainder may be maintained, as applicable, as umbrella or excess liability coverage. Developer shall use its reasonable efforts to cause the completed operations coverage to be maintained for at least five (5) years following completion of construction.

(B) Liability insurance for owned, hired and non-owned vehicles, in an amount not less than \$1,000,000, combined single limit.

(C) Workers' compensation, as required by law, and employer's liability in an amount not less than \$1,000,000.

(D) Solely with respect to the contractor or subcontractor which will be handling hazardous materials while performing work, contractor's pollution liability insurance, in an amount not less than \$2,000,000, per pollution incident and in the aggregate. The phrase "handling hazardous materials" as used herein shall include without limitation containing, labeling and removal.

~~(E) — Pollution insurance liability required for hazardous materials excavation, in an amount of \$2,000,000, per pollution incident and in the aggregate.~~

~~(EF)~~ Builders risk insurance, in the amount of \$2,000,000.

(iv) Developer shall cause its geotechnical and civil engineering consultants to maintain professional liability insurance. Such professional liability insurance will have an inception date or a retroactive date coinciding with or prior to the date their services are first performed and coverage shall continue uninterrupted until at least five (5) years after the date the work or the services are accepted.

(b) Prior to City's execution of Agreement, Developer shall provide properly executed certificates of insurance and endorsements, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the insurance required herein on forms approved by the City. The amount of any policy deductible or self-insured retention over \$100,000.00 shall be included. Such certificates, which do not limit Developer's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." Endorsements naming the City, its City Council, boards and commissions, officers, and employees as additional insured shall be submitted with the insurance certificates.



(c) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

(d) In the event the City has agreed to allow the general contractor to provide the required insurance, Developer shall provide City with a letter naming such contractor. Work on the project may then only continue as long as that general contractor is engaged as the general contractor on the job. No other general contractor may be substituted unless and until a letter naming the new general contractor is provided to City along with the necessary evidence of all required insurance.

(e) In the event of loss due to any of the perils for which Developer has agreed to provide comprehensive general and automotive liability insurance pursuant to this Agreement, Developer shall look solely to its insurance for recovery. Developer hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Developer or City with respect to the obligations of Developer herein, a waiver of any right to subrogation which any such insurer of the Developer may acquire against City by virtue of the payment of any loss under such insurance.

(f) If Developer at any time during the term of this Agreement should fail to secure or maintain the foregoing insurance in this Section 24, City shall be permitted to obtain such insurance in Developer's name or as an agent of the Developer and shall be compensated by Developer for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

(g) City, its City Council, boards and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as such additional insured. An additional insured named in the policy shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on the policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by the policy.

(h) The insurance limits required by City are not represented as being sufficient to protect Developer. Developer is advised to consult Developer's insurance broker to determine adequate coverage for Developer.

29. Notices: Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received upon personal delivery or upon delivery by facsimile provided that confirmation of the facsimile delivery occurs prior to 5:00 p.m. Pacific Time and is followed by delivery of a "hard" copy to the addresses listed below or, if sent by mail, three (3) business days following its deposit in the United States mail, postage prepaid, certified mail, return receipt requested, or, if sent by FedEx or other reliable overnight courier, on the next business day following dispatch, and in any such events addressed to the City or Developer, as the case may be, at the addresses set forth below (or such other address as a party may specify by notice given pursuant to this Section):



City: City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Attention: City Attorney  
Telephone: (510) 747-4750  
Facsimile: (510) 747-4704

with copy to: City of Alameda  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Attention: City Engineer  
Telephone: (510) 747-7937  
Facsimile: (510) 769-6030

Developer: Clifford E. Mapes  
A California Corporation  
14 Grass Valley Court  
Oakland, CA 94605  
Attention: Clifford Mapes  
Telephone: (510) 914-2657  
Email: moflava56@aol.com

30. Attorneys' Fees: In the event any party to this Agreement brings an action to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees from the other party, whether or not such action or proceeding is prosecuted to judgment. This provision shall be in addition to any provisions regarding attorneys' fees set forth in the bonds securing this Agreement.

31. Governing Law: This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms and conditions of this Agreement or for the breach thereof shall be brought and tried in the County of Alameda, California.

32. Time of Essence: Time is of the essence.

33. Severability: The provisions of this Agreement are severable. If any portion is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

34. Entire Agreement: This Agreement constitutes the entire agreement with respect to the subject matter and all modifications, amendments or waivers under this Agreement must be in writing and signed by the authorized representatives of the parties. In the case of City, the appropriate party shall be the Public Works Director.

35. Reference: Any reference to a department manager shall include his or her duly authorized deputy or representative.

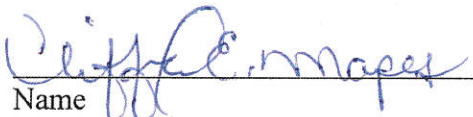
36. Recordation: Upon request by City, Developer agrees to execute and

acknowledge a memorandum of this Agreement for recordation with the County Recorder. By recordation of this Agreement or a memorandum hereof, it is parties' intent to provide notice to future purchasers that the obligations and benefits set forth shall run with the land. At its option City may record the agreement or memorandum or may require Developer, at Developer's cost, to record such Agreement or memorandum and may withhold City permits until proof of recordation is provided to City.

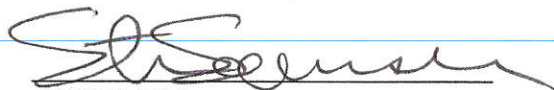
IN WITNESS WHEREOF, the duly authorized representatives of Developer and City have executed this Agreement as of the date first above written.

CLIFFORD E. MAPES  
A California Corporation

CITY OF ALAMEDA,  
A Municipal Corporation

  
Name  
Title

\_\_\_\_\_  
Elizabeth D. Warmerdam  
Interim City Manager

  
APPROVAL  
Name  
Title

RECOMMENDED FOR

  
\_\_\_\_\_  
Liam Garland  
Acting Public Works Director

APPROVED AS TO FORM:

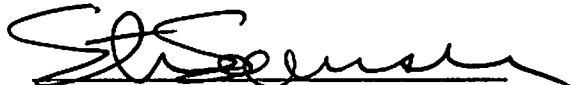
\_\_\_\_\_  
Andrico Penick  
Assistant City Attorney

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IN WITNESS WHEREOF, the duly authorized representatives of Developer and City have executed this Agreement as of the date first above written.

CLIFFORD E. MAPES  
A California Corporation

  
Name  
Title

  
APPROVAL  
Name  
Title


CITY OF ALAMEDA,  
A Municipal Corporation

  
Elizabeth D. Warmerdam  
Interim City Manager

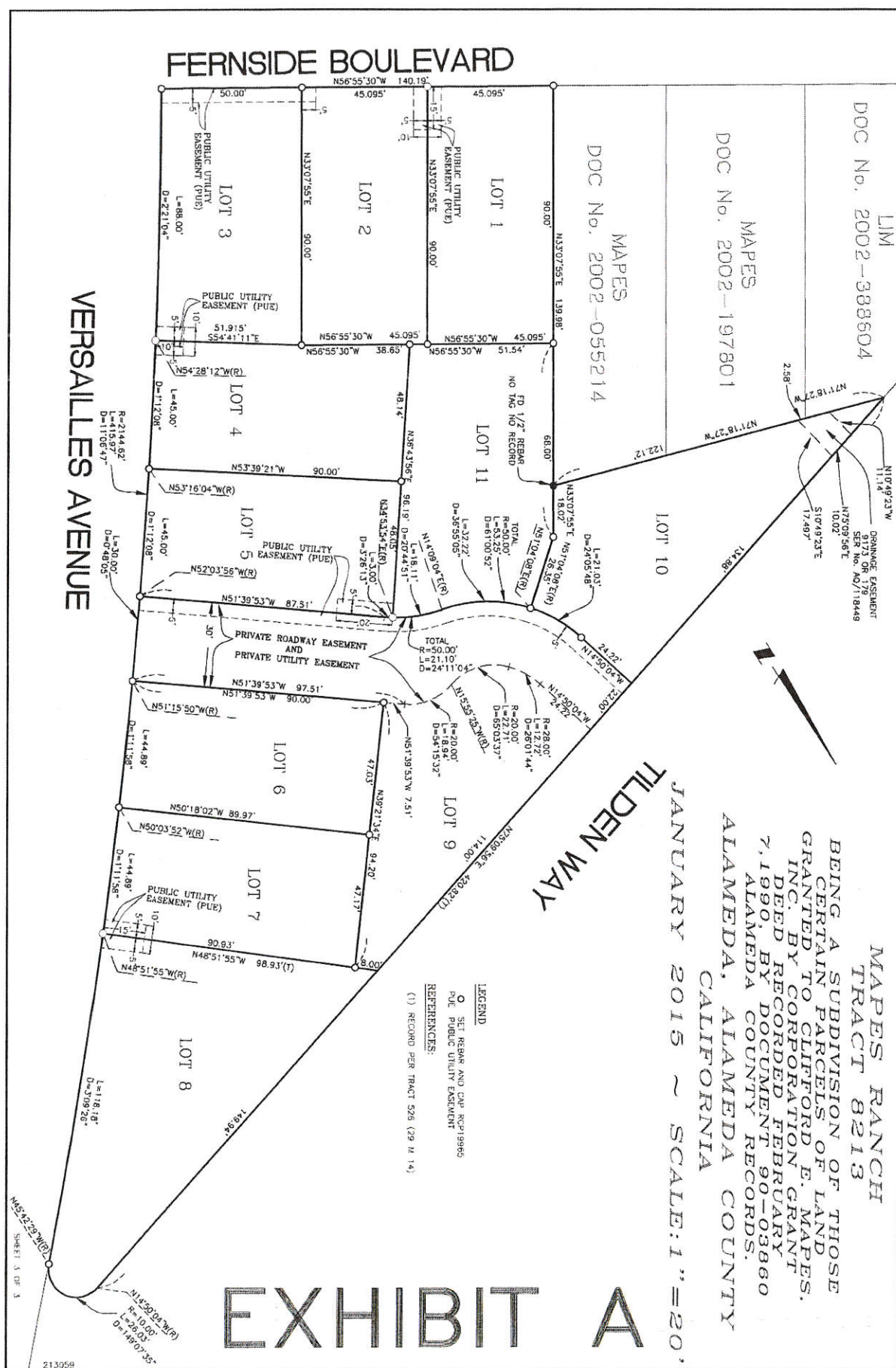
RECOMMENDED FOR

  
Liam Garland  
Acting Public Works Director

APPROVED AS TO FORM:

  
Andrico Penick 8/27/15  
Assistant City Attorney





LIM  
DOC No. 2002-388604

MAPES  
DOC No. 2002-197801

MAPES  
DOC No. 2002-055214

MAPES RANCH  
TRACT 8213

BEING A SUBDIVISION OF THOSE  
CERTAIN PARCELS OF LAND  
GRANTED TO CLIFFORD E. MAPES,  
INC. BY CORPORATION GRANT  
DEED RECORDED FEBRUARY  
7, 1990, BY DOCUMENT 90-03860  
ALAMEDA COUNTY RECORDS.

ALAMEDA, ALAMEDA COUNTY  
CALIFORNIA

JANUARY 2015 ~ SCALE: 1"=20'

TILDEN WAY

LEGEND  
○ SET BEARING AND CURVE RCP19865  
PUE PUBLIC UTILITY EASEMENT  
REFERENCES:  
(1) RECORD PER TRACT 526 (29 M 14)

EXHIBIT A

Recording requested by:

—

When recorded mail to:

—

—

—

**DECLARATION OF SUPPLEMENTAL COVENANTS, CONDITIONS AND  
RESTRICTIONS AND ROADWAY MAINTENANCE AGREEMENT  
FOR  
MAPES RANCH, TRACT 8213**

This Declaration of Supplemental Covenants, Conditions and Restrictions and Roadway Maintenance Agreement (hereinafter referred to as Supplemental Declaration) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_ a California corporation, (hereinafter referred to as Declarant). Declarant is the owner of that certain real property (hereinafter referred to as Property) situated in the City of Alameda, County of Alameda, State of California particularly described as:

Lots 1 through 11, inclusive, as shown on that certain Map entitled: "Mapes Ranch, Tract 8213" filed \_\_\_\_\_, 201\_\_\_\_ in Book \_\_\_\_ of Maps, Page \_\_\_\_\_, Alameda County records.

APN: 070-0196-040 and 070-0196-041

Declarant has deemed it necessary to impose an additional plan for the improvement and development of the Property for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. All deeds, conveyances, encumbrances, and written instruments of whatsoever kind or character hereafter made or executed which affect the title to the Property or any part thereof in any manner whatsoever, shall be subject to the covenants, conditions and restrictions contained in the Declaration and contained in the Supplemental Declaration herein. Except as hereinafter provided, the Declaration and Supplemental Declaration shall run with the land and be binding upon undersigned and their heirs, successors and assigns.

**NOW THEREFORE, Declarant declares as follows:**

**1. RESIDENTIAL USE**

No lot or any dwelling on a lot shall be used for commercial, manufacturing, or any other non-residential purpose, except for home occupations as defined by the Alameda Municipal code. Notwithstanding any provision contained herein, the Declarant, its successors and assigns shall not be prevented from erecting, placing, or maintaining a temporary sales office on any lot subject to this Declaration for the purpose of conducting sales of lots or homes within the Property.

**2. LOT AND DWELLING SIZE**

Notwithstanding the provisions in the Declaration and Amendment, no lot shall be less than the square feet as shown on the map of "Mapes Ranch Tract 8213" and no dwelling, exclusive of one-story open porches, shall be less than 1800 square feet in size.

**3. SETBACKS**

All setbacks as specified by the City of Alameda Zoning Ordinance shall be adhered to unless otherwise approved or provided for by the City of Alameda or other appropriate agency having authority or jurisdiction over such matters.

**4. ACCESSORY STRUCTURES**

No individual accessory structure shall exceed 800 square feet or City of Alameda maximum, whichever is smaller. The cumulative square footage of all accessory structures shall not exceed 25 percent of the lot's total front, side, and rear yard areas. All accessory structures shall be located in the rear yards, and shall be setback a minimum of five feet away from the main house, and five feet away from rear and side and rear property lines. No accessory structure shall exceed 14 feet in height. Property owners must receive City of Alameda approval.

**5. LOT MAINTENANCE**

Each owner shall be responsible for maintaining and repairing his lot and keeping it clean and replacing necessary items so it does not interfere with the sale of another lot in the neighborhood.

**6. STORMWATER TREATMENT MEASURES**

The owner shall not alter or change the stormwater treatment measures, including porous driveways and flow-through planters, unless otherwise approved or provided for by the City of Alameda.

**7. STORMWATER TREATMENT MEASURES MAINTENANCE**

Each owner shall be responsible for maintaining all the stormwater treatment measures on his property: including porous driveways and flow-through planters by performing the following functions: removing and replacing any dead or diseased vegetation, removing invasive plants, pruning, weeding, replacing mulch and free draining soil, keeping drain inlets clear, removing debris and garbage from porous driveways.

**8. GRADING AND DRAINAGE**

Each grantee of a lot agrees for himself, his successors and assigns that he will not alter, change, or in any way interfere with the original drainage pattern of water over his lot or adjacent lots. For the purpose hereof, "original drainage pattern" is defined as the drainage pattern which occurs at the time rough grading and finish grading have been completed by the Declarant, their successors or assigns and approved by the City of Alameda. ANY ALTERATIONS TO A LOT, PARTICULARLY TO THE ESTABLISHED GRADING AND DRAINAGE THEREOF, MAY RESULT IN ADVERSE AFFECTS TO THE INTEGRITY OF THE BUILDING CONSTRUCTED UPON THE LOT OR UPON ADJOINING LOTS.



**9. FENCES**

Repair or replacement of fences shared by owners of the lots in Mapes Ranch, Tract 8213, shall be at the joint expense of the respective lot owners, except in the event of an act of negligence of either party. Neither of the owners shall use any portion of the fence so as to interfere with the use and enjoyment of the other owner.

**10. ANTENNAE**

No transmitting or receiving aerial or antenna shall be installed such that it or any support thereof is visible from any public thoroughfare.

**11. LEASE AND RENTAL**

No owner shall be permitted to lease or rent his lot for transient or hotel purposes, which shall include, but not be limited to, rental for any period less than thirty (30) days. All leases must be in writing and be expressly subject to this Declaration and the breach of any provision shall be a default under the Lease or Rental Agreement. The owner/lessor shall provide the lessee/tenant with a copy of the Declaration.

**12. WINDOWS**

Windows providing an interior view from public thoroughfares shall be covered by drapes, shades or shutters and shall not be painted or covered by foil, cardboard or similar materials.

**13. LANDSCAPING**

Each owner shall be responsible for all landscaping, street trees, fences and walls that are provided by Declarant and/or the City of Alameda that are located within their lot. If landscaping on the lot is not installed by Declarant, each owner shall be responsible for installing and maintaining front and front-side yard landscaping within his lot within six (6) months after the close of escrow. Each owner shall be responsible for maintaining landscaping within the Public Right Of Way adjacent to their lot.

**14. VEHICLE STORAGE**

Storage, parking or maintenance of a boat, motor home, trailer, camper, or one commercial vehicle not to exceed  $\frac{3}{4}$  tons shall be permissible only behind fences. There shall be no overhauling or rebuilding of any vehicle or machine in any driveway or street, or in the front of any property, but such activities are not prohibited inside buildings even if visible through doorways and other openings.

**15. PRIVATE ROADWAYS**

(a) Declarant does hereby establish in favor each of the owners of Lots affected by the areas shown on the final map as "Private Roadway Easement and Private Utility Easement", hereinafter referred to as Private Roadway, an easement for vehicular and pedestrian ingress, egress, roadway, parking and utility purposes. Such easement shall be reserved and granted in the deed for each of the Benefited Lots 9, 10, and 11.

(b) The owners of Lots 9, 10, and 11 shall be considered Benefited Owners of the Private Roadway, and their lots shall be deemed Benefited Lots.

(c) Parking shall be permitted in designated areas only.

(d) The Private Roadway, and the roadway and utility facilities thereon and thereunder shall, once constructed, at all times be kept in good and passable condition.

(e) Each Owner of a Benefited Lot shall be responsible for the maintenance, improvement, reconstruction and repair (collectively "Maintenance") of such Private Roadway. Such Owner, by acceptance of a Deed or other instrument conveying title to said Benefited Lot, agrees to bear and pay an equal percentage of the cost of Maintenance of the Private Roadway, so that the Owner of each Benefited Lot shall pay one share of the cost of Maintenance of their respective Private Roadway.

(f) In the event that any portion of the constructed roadway and utility facilities within the easement areas shall be damaged by the act of any owner, their employees, invitees, family or guests, then that Owner shall be solely obligated to pay all costs and expenses in connection with the repair of any such damage.

(g) Each owner of a Benefited Lot shall procure and maintain comprehensive liability insurance, in customary form and reasonable amount, to protect the owners against liability from injury or damage to persons on property occurring on the Private Roadway. As an alternative, one or more owners may purchase group insurance on behalf of all the Owners of a Private Roadway. This insurance may be obtained through an insurance policy naming all owners of the Benefited Lots as insureds.

(h) If at any time, a majority of Owners of the Benefited Lots on a Private Roadway determines that the Private Roadway (or any portion thereof) requires Maintenance, or if the City of Alameda determines that a Private Roadway (or any portion thereof) requires Maintenance to permit proper access for emergency and maintenance vehicles, the majority of owners shall designate one or more of the Owners ("Designated Owner") to contract for the necessary Maintenance.

If none of the owners agreed to act as the Designated Owner, the City of Alameda may elect (but shall have no obligation) to act as the Designated Owner, in which case the City shall have all of the rights and duties of the Designated Owner. The Designated Owner will be authorized to solicit bids, contract and take such other actions as may be necessary for the Maintenance on behalf of all the owners of the Benefited Lots.

Upon receipt of an estimate or invoice for the amount of the Maintenance, the Designated Owner shall give notice to the other owners of the Benefited Lots of the amounts due from each of them and upon recording of a notice of lien as provided herein, the Designated Owner shall have a lien against the Benefited Lots to secure the amount due. Any payment due shall become delinquent on the thirtieth day ("Delinquency Date") after delivery of written notice of the amount due to the owner.

In the event any owner does not pay its share of the amount due, the Designated Owner may enforce the obligations of such owner to contribute by legal action including, but not limited to, recording a notice of lien in accordance with the provisions of this section against such owner's lot. In addition to the amount due, the Designated Owner shall be entitled to recover interest from the Delinquency Date at the rate of ten percent (10%) per annum (but not to exceed the maximum rate allowed by law) a reasonable administrative fee if the City acts as the Designated Owner, and reasonable costs of collection, including, but not limited to,



reasonable attorney's fees incurred in enforcing collection. The notice of lien shall state (i) the name or names of the delinquent owner; (ii) a legal description of the property against which the notice of lien is recorded; (iii) the amount claimed to be due and owing; (iv) that the notice is made pursuant to the terms of this Supplemental Declaration (making reference to this Supplemental Declaration by recording information); and (v) that a lien is claimed against the Benefited Lot in an amount equal to the stated delinquency plus interest from the Delinquency Date and any costs of collection. The recording of a notice or lien shall create a lien on such Delinquent Owner's Lot to secure the payments due the Designated Owner. The lien shall not be affected by any sale or transfer of the Benefited Lot affected by such lien. Any such lien may be foreclosed only by judicial foreclosure and shall not be foreclosed by exercise of the power of sale pursuant to Civil Code Section 2924 et seq. The Designated Owner shall have the right to bid on the property of the Delinquent Owner at the foreclosure sale for the benefit of all owners of Benefited Lots and to acquire, hold lease, mortgage and convey the Benefited Lot. If the delinquency is cured before foreclosure, the Designated Owner shall record a release of notice of lien with respect to such lot.

**16. TRASH and RECYCLING**

Each owner of Lots 9, 10, and 11 shall enter into an agreement with the integrated waste service hauler for trash and recycling pick-up or shall place his trash and recycling containers curbside on Versailles Avenue on pick-up day.

**17. TERM**

The covenants and restrictions of this Declaration shall run with the land and bind all persons and parties claiming under them for a period of thirty (30) years from the date this Declaration is recorded. Thereafter, this Declaration and any amendments or modifications thereto shall be automatically extended for successive periods of ten (10) years unless the owners of at least fifty-one percent (51%) of the lots comprising the Property vote to terminate this Declaration. Such vote shall be evidenced by an instrument in writing executed by such owners in the manner provided by law for the conveyance of real property and shall be effective upon its recordation in the Official Records of the County of Alameda.

**18. AMENDMENT**

The provisions of this Declaration may be amended by the Declarant without the necessity of obtaining the approval of any individual lot owners to effect any technical change which does not affect any substantial right or benefit of the individual lot owners. Other amendments may be made by individual lot owners, but only by consent of not less than a fifty-one percent (51%) majority of the then individual lot owners. As long as Declarant owns one (1) or more lots in the Property, this declaration may not be amended or modified without the consent of Declarant. Any amendment shall be by duly recorded written instrument.

**19. RIGHTS OF ENFORCEMENT**

Any owner or resident of a lot shall have the right to enforce, by proceedings at law or in equity, any covenant, condition or restriction now or hereafter imposed by the provisions of this Declaration, including the right to prevent the violation of any such covenant, condition or restriction, and the right to recover damages for such violation. Failure by any owner or resident to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.



**20. ARBITRATION**

Any Owner or Owners involved in a dispute, and in lieu of court proceedings, may demand binding Arbitration in accordance with the California Arbitration Act (California Code of Civil Procedure Section 1280, et seq.). Upon receipt of a demand for Arbitration, the Owner demanding Arbitration shall be provided, by the opposing party, a list of three neutral Arbitrators to choose from, all of whom are licensed to practice law in the State of California. Such Owner will select one Arbitrator to hear the dispute. The power of the Arbitrator is limited to interpreting and enforcing this Agreement, but shall not include the ability to award punitive damages. All hearings must be held in Alameda County, California. The Arbitrator shall not have the authority to make material errors of law or to add to, modify or refuse this Agreement. The findings of the Arbitrator are final if rendered in accordance with this Agreement, and may be enforced under the Laws of the State of California. The fees of the Arbitrator shall be borne by the non-prevailing party.

**21. SEVERABILITY**

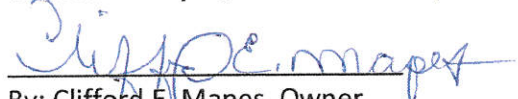
Should any provision of this Declaration be held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect. Whenever the context of this Declaration so requires, the singular shall include the plural, the plural shall include the singular, the masculine shall include the feminine, and the feminine shall include the masculine. Should any action be brought to enforce any of the provisions of this Declaration, said provisions shall be liberally construed to effectuate its purpose of creating a uniform plan of the development of a residential community or neighborhood. The prevailing party in any action shall be entitled to reasonable attorney's fees in addition to other relief as may be granted.

**22. MORTGAGEE PROTECTION**

Notwithstanding anything to the contrary herein contained, a violation of any of the aforementioned covenants, conditions, and restrictions or the enforcement thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but these restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure, trustee's sale voluntary sale or otherwise.

In Witness Whereof, said corporation, as Declarant, has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers.

**Clifford E. Mapes, a California Corporation**

  
By: Clifford E. Mapes, Owner

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 Alameda ) ss.

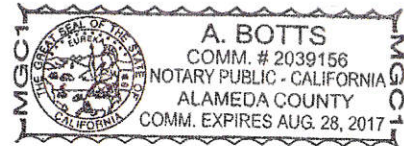
On 8/4/2015 before me, A. Botts  
Notary Public personally appeared Clifford E. Mapes

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









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |
|---|---|
| PRODUCER<br>DJM Insurance<br>1651 E. Main Street Suite 104<br><br>El Cajon CA 92021<br><br>INSURED<br>Clifford E. Mapes<br>14 Grass Valley Ct<br><br>Oakland CA 94605 | CONTACT NAME: Brandon Elder<br>PHONE (A/C, No, Ext): (866) 961-4570 x10 FAX (A/C, No): (619) 938-2504<br>E-MAIL: Brandon@DJMInsuranceServices.com<br>ADDRESS:<br><br>INSURER(S) AFFORDING COVERAGE<br>INSURER A: SHIELD - AmTrust International NAIC # 057399<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
|---|---|

## COVERAGES

CERTIFICATE NUMBER: Master Cert 08/07/15

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD                  | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY)           | LIMITS  |
|----------|--|-------------------------------------|----------------|-------------------------|-----------------------------------|---|
| A        | COMMERCIAL GENERAL LIABILITY   |                                     |                |                         |                                   | EACH OCCURRENCE \$ 1,000,000                        |
|          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/>  |                                     |                |                         |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 |
|          | <input checked="" type="checkbox"/> Contractual Liability  | <input checked="" type="checkbox"/> | DSI 1050029 00 | 8/7/2015                | 8/7/2016                          | MED EXP (Any one person) \$ 5,000                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |                                     |                |                         |                                   | PERSONAL & ADV INJURY \$ 1,000,000                  |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC   |                                     |                |                         |                                   | GENERAL AGGREGATE \$ 2,000,000                      |
|          | OTHER  |                                     |                |                         |                                   | PRODUCTS - COMPI/OP AGG \$ 2,000,000                |
|          |  |                                     |                |                         |                                   | Self Insured Retention \$ 5,000                     |
|          | AUTOMOBILE LIABILITY   |                                     |                |                         |                                   | COMBINED SINGLE LIMIT (Ea accident) \$              |
|          | ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/>                                       |                                     |                |                         |                                   | BODILY INJURY (Per person) \$                       |
|          | HIRED AUTOS <input type="checkbox"/>   |                                     |                |                         |                                   | BODILY INJURY (Per accident) \$                     |
|          |  |                                     |                |                         | PROPERTY DAMAGE (Per accident) \$ |   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>  |                                     |                |                         |                                   | EACH OCCURRENCE \$                                  |
|          | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>  |                                     |                |                         |                                   | AGGREGATE \$  |
|          | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>   |                                     |                |                         |                                   | \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |                                     |                |                         |                                   | PER STATUTE OTH-ER                                  |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A |                                     |                |                         |                                   | E L EACH ACCIDENT \$                                |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |                                     |                |                         |                                   | E L DISEASE - EA EMPLOYEE \$                        |
|          |  |                                     |                |                         |                                   | E L DISEASE - POLICY LIMIT \$                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Alameda, it's officers, employees, and agents, it's City Council, boards and commissions, officers, and employees are included as additional insureds with respects to the General Liability coverage, per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Alameda  
2263 Santa Clara Avenue  
Santa Clara, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Turrietta/BELDER

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POLICY NUMBER: DSI 1050029 00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. Section II – Who Is An Insured, paragraph 3 is amended to include, for Coverage A liability only, as an **additional insured**, the person, entity or organization designated in this endorsement for whom the **Named Insured** is performing **ongoing operations** only when the **Named Insured** has agreed with the person, entity or organization in an **insured contract** to name the person, entity or organization as an **additional insured**.
2. Such person, entity or organization is only an **additional insured** with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by the **ongoing operations** of the **Named Insured** performed for the **additional insured**.
3. The **insured contract** must be currently in effect or become effective during the **policy period**, be executed prior to the **bodily injury** or **property damage** first happening, and be between the **Named Insured** and the **additional insured**.
4. This coverage does not apply to **bodily injury** or **property damage** after:
  - a. **Your work** for the **additional insured** has been completed; or
  - b. That portion of **your work** out of which the **bodily injury** or **property damage** arises has been put to its intended use by any person or organization.
5. The applicable limit of our liability shall not be increased by the inclusion of the **additional insured** under the policy.
6. We shall have no duty to indemnify the **additional insured** for **damages**, **claims** or any other liabilities arising from actions, inactions, errors or omissions of the **additional insured**.
7. **Our** duty to contractually indemnify the **additional insured** under an **insured contract** shall be limited to that sum derived by applying the percentage of fault of the **Named Insured** as determined by the trier of fact to the total damage sum allocated by the trier of fact to the **additional insured**. Under no circumstances shall we pay more than this proportionate contractual indemnity share.
8. Any contractual indemnity payments made on behalf of any **additional insured** under an **insured contract** shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments are subject to the terms, conditions and limitations of the policy.
9. This endorsement does not create a duty on **our** part to defend the **additional insured** or to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the **additional insured**.
10. The following additional provisions apply:

Section IV - Conditions, Condition 2. **INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT** of the policy is amended to include:

CITY OF ALAMEDA  
Risk Management

Date

9-14-15  
Lucretia Akil, City Risk Manager



Tel: 1-800-841-3000

GEICO GENERAL INSURANCE COMPANY  
P.O. Box 509090  
San Diego, CA 92150-9090

Date Issued: April 7, 2015

CLIFFORD E MAPES AND DENISE M  
WILLIAMSMAPES  
14 GRASS VALLEY CT  
OAKLAND CA 94605-5618

Email Address: moflava56@aol.com

## Declarations Page

This is a description of your coverage.  
Please retain for your records.

**Policy Number: 2023-17-57-10**

**Coverage Period:**

05-11-15 through 11-11-15

12:01 a.m. standard time at the address of the named insured.

### Named Insured

Clifford E Mapes  
Denise M Williamsmapes

### Additional Driver

Skyler M Mapes

| <u>Vehicles</u> |            | <u>VIN</u>        | <u>Vehicle Location</u> | <u>Finance Company/<br/>Lienholder</u> |
|-----------------|------------|-------------------|-------------------------|--|
| 1 1990 Jeep     | Cher Limit | 1J4FJ78L7LL166253 | Oakland CA 94605        |  |
| 2 1989 GMC      | Subrbn2500 | 1GKGV26K1KF513458 | Oakland CA 94605        |  |
| 3 2000 M Benz   | S430       | WDBNG70J8YA022125 | Oakland CA 94605        |  |
| 4 2002 Chev     | Tahoe      | 1GNEK13T72R175833 | Oakland CA 94605        |  |
| 5 1995 Lexs     | LS 400     | JT8UF22E4S0036506 | Oakland CA 94605        |  |

### Coverages\*

### Limits and/or Deductibles Vehicle 1 Vehicle 2 Vehicle 3 Vehicle 4

|                                     |                     |          |          |          |          |
|-------------------------------------|---------------------|----------|----------|----------|----------|
| Bodily Injury Liability             |                     |          |          |          |          |
| Each Person/Each Occurrence         | \$100,000/\$300,000 | \$76.60  | \$76.60  | \$63.90  | \$76.60  |
| Property Damage Liability           | \$100,000           | \$87.10  | \$87.10  | \$70.70  | \$87.10  |
| Uninsured & Underinsured Motorists  |                     |          |          |          |          |
| Each Person/Each Occurrence         | \$100,000/\$300,000 | \$28.20  | \$28.20  | \$22.80  | \$28.20  |
| Uninsured Motorists Property Damage | \$3,500             | \$4.80   | \$4.80   | -        | -        |
| Comprehensive                       | \$1,000 Ded         | -        | -        | \$55.50  | \$20.10  |
| Collision                           | \$1000 Ded/Waiver   | -        | -        | \$132.00 | \$86.80  |
| Six Month Premium Per Vehicle       |                     | \$196.70 | \$196.70 | \$344.90 | \$298.80 |

### Coverages\*

### Limits and/or Deductibles

### Vehicle 5

|                             |                     |         |
|-----------------------------|---------------------|---------|
| Bodily Injury Liability     |                     |         |
| Each Person/Each Occurrence | \$100,000/\$300,000 | \$64.00 |
| Property Damage Liability   | \$100,000           | \$71.60 |

CITY OF ALAMEDA  
Risk Management

Date 9-14-15  
Lucretia Akil, City Risk Manager

**Coverages\*****Limits and/or Deductibles****Vehicle 5**

|                                     |                     |         |
|-------------------------------------|---------------------|---------|
| Uninsured & Underinsured Motorists  |                     |         |
| Each Person/Each Occurrence         | \$100,000/\$300,000 | \$22.80 |
| Uninsured Motorists Property Damage | \$3,500             | \$3.70  |
| Comprehensive                       | \$1,000 Ded         | -       |
| Collision                           | \$1000 Ded/Waiver   | -       |

**Six Month Premium Per Vehicle** **\$162.10**

**Total Six Month Premium** **\$1,199.20**

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

**Discounts**

Multi-Car (All Vehicles)  
Anti-Theft Device (Veh 3, 4)  
California Good Driver (All Vehicles)  
California Persistency (All Vehicles)  
Geico Safe Driver (All Vehicles)  
Designated Professional Group (All Vehicles)

**Contract Type:** A30CA

**Contract Amendments:** ALL VEHICLES - A30CA A54CA A54ED1

**Unit Endorsements:** A426 (VEH 1,2,5); A428 (VEH 3,4)

**Class:** A - 99MM T (VEH 1); A - 99MM T (VEH 2); A - 44MMP T (VEH 3); A - 99MM T (VEH 4);  
A - 39MFP T (VEH 5)

**Important Policy Information**

-The estimated annual mileage figures applicable to the vehicles on your policy for the current and upcoming policy periods are:

| Vehicle              | Current Mileage | Upcoming Mileage |
|----------------------|-----------------|------------------|
| 1990 JEEP CHER LIMIT | 12,000          | 12,000           |
| 1989 GMC SUBRBN2500  | 12,000          | 12,000           |
| 2000 M BENZ S430     | 12,000          | 12,000           |
| 2002 CHEV TAHOE      | 12,000          | 12,000           |
| 1995 LEXS LS 400     | 12,000          | 12,000           |

-Active Duty, Guard, Reserve or Retired Military: Call 1-800-MILITARY to see if you qualify for the Military Discount.

-Congratulations! You are receiving a \$266.90 discount based on your professional or group affiliation.



### Important Policy Information

-Please verify that the coverages you requested are accurately reflected on your Declarations Page. Visit [geico.com](http://geico.com) to review additional coverages and/or limits available to you.

-No coverage is provided in Mexico.

-Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA and NORTH CAROLINA. Please call us at 1-800-841-3000 or visit us at [geico.com](http://geico.com) if you have any questions.

-In accordance with Section 1872.87 of the California Insurance Code, in addition to your premium, a \$0.88 charge per vehicle is assessed to fund auto insurance fraud reduction initiatives. This charge is applied once per policy term per vehicle.



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**GEICO**

**GEICO GENERAL INSURANCE COMPANY**

Washington DC

**VERIFICATION OF COVERAGE**  
(SEE BELOW UNDER CAUTIONARY NOTE)

**INSURED**

CLIFFORD EARL MAPES  
DENISE WILLIAMSMAPES  
14 GRASS VALLEY CT  
OAKLAND, CA 94605-5618

**Policy Number:** 2023175710  
**Effective Date:** 05-11-15  
**Expiration Date:** 11-11-15  
**Registered State:** CALIFORNIA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

**Vehicle Year:** 1989  
**Make:** GMC  
**Model:** SUBRBN2500  
**VIN:** 1GKGV26K1KF513458

| COVERAGES                 | LIMITS              | DEDUCTIBLES |
|---------------------------|---------------------|-------------|
| BODILY INJURY LIABILITY   | \$100,000/\$300,000 |             |
| PROPERTY DAMAGE LIABILITY | \$100,000           |             |

☐ Lienholder      ☐ Additional Insured      ☒ Interested Party

CITY OF ALAMEDA  
UNKNOWN  
ALAMEDA  
CA 94501-0000

**Additional Information:**

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

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.



GEICO GENERAL INSURANCE COMPANY

Certificate of Insurance

P.O. Box 509090  
San Diego, CA 92150-9090

RECEIVED  
CITY OF ALAMEDA

15 SEP 14 AM 10:44

CITY ATTORNEY'S OFFICE

Named Insured and Address:

CLIFFORD E MAPES AND DENISE M  
WILLIAMSMAPES  
14 GRASS VALLEY CT  
OAKLAND CA 94605-5618

Date of Certificate: 09-10-15

Policy Number: 2023-17-57-10

Policy Period: 05-11-15 to 11-11-15

(12:01 A.M. Local Time) (12:01 A.M. Local Time)

Name and Address:

CITY OF ALAMEDA  
UNKNOWN  
ALAMEDA CA 94501



**(This Certificate of Insurance does not amend, extend, or alter the coverage afforded by this policy.)**

During the term of coverages provided, the Company and the insured shall be bound by the provisions of the policy (or policies) of insurance in current use by the Company in the state.

*This is to certify that the captioned policy includes the limits specified herein for each person and for each occurrence under the Bodily Injury Liability Coverage; the limits specified herein for each occurrence under the Property Damage Liability Coverage; and limits specified herein for each person and for each occurrence for Bodily Injury under the Uninsured Motorists Coverage.*

Description of Vehicle: 89 GMC 1GKGV26K1KF513458

Description of Vehicle:

| COVERAGE                               | LIMITS OF COVERAGE                                       | LIMITS OF COVERAGE                               |
|--|--|--|
| Bodily Injury Liability                | \$ 100 M and \$ 300 M<br>(Each Person) (Each Occurrence) | \$ M and \$ M<br>(Each Person) (Each Occurrence) |
| Property Damage Liability              | \$ 100M<br>(Each Occurrence)                             | \$<br>(Each Occurrence)                          |
| Uninsured Motorists<br>(Bodily Injury) | \$ M and \$ M<br>(Each Person) (Each Occurrence)         | \$ M and \$ M<br>(Each Person) (Each Occurrence) |

INTERESTED PARTY

We agree to provide you with written notice of termination in the event this policy becomes cancelled. Notice provided may be more than ten (10) days, but not less than ten (10) days.

## GEICO General Insurance Company

### RATE CLASS EXPLANATION

The rate classification of each private passenger vehicle you insure with us is shown under the Class section located on the Policy Declarations Page. The rate class indicates how your vehicle is rated and is based upon the latest information in your file. The meanings of the various classes are described below:

The first portion of the Class Code tells you if a discount or a surcharge for a conviction, or at-fault accident has been applied under the Good Driver Plan.

|               |  |
|---------------|--|
| A             | GEICO Safe Driver Discount applies.  |
| 0 (zero) or B | No surcharge for a conviction or at-fault accident applies.  |
| 1 - 9 or C    | The premium reflects a surcharge for a conviction or at-fault accident under the Good Driver Plan. |

For more information on surcharges for convictions or at-fault accidents affecting your policy, please visit our website at [geico.com](http://geico.com) or call us at 1-800-841-3000.

The second portion of the Class Code indicates the years of driving experience for the rated driver.

|    |         |    |          |    |               |    |               |
|----|---------|----|----------|----|---------------|----|---------------|
| 00 | 0 years | 06 | 6 years  | 12 | 12 years      | 34 | 34- 38 years  |
| 01 | 1 year  | 07 | 7 years  | 13 | 13 years      | 37 | 39 - 43 years |
| 02 | 2 years | 08 | 8 years  | 14 | 14 - 18 years | 44 | 44 - 48 years |
| 03 | 3 years | 09 | 9 years  | 19 | 19 - 23 years | 49 | 49 - 53 years |
| 04 | 4 years | 10 | 10 years | 24 | 24 - 28 years | 54 | 54 - 58 years |
| 05 | 5 years | 11 | 11 years | 29 | 29 - 33 years | 59 | 59+ years     |

The third portion of the Class Code indicates the marital status and gender of the driver, and in some cases, whether the driver is a principal or occasional operator.

|         |  |
|---------|--|
| SMP     | The vehicle is rated for a single male driver and the driver is the principal operator of the vehicle.     |
| SM      | The vehicle is rated for a single male driver and the driver is an occasional operator of the vehicle.     |
| SFP     | The vehicle is rated for a single female driver and the driver is the principal operator of the vehicle.   |
| SF      | The vehicle is rated for a single female driver and the driver is an occasional operator of the vehicle.   |
| MMP     | The vehicle is rated for a married* male driver and the driver is the principal operator of the vehicle.   |
| MM      | The vehicle is rated for a married* male driver and the driver is an occasional operator of the vehicle.   |
| MFP     | The vehicle is rated for a married* female driver and the driver is the principal operator of the vehicle. |
| MF      | The vehicle is rated for a married* female driver and the driver is an occasional operator of the vehicle. |
| 99MM    | The vehicle is not rated for a driver.   |
| RV      | The vehicle is rated as a motorhome.   |
| (Blank) | The vehicle is rated as a travel trailer or 5th wheel.   |

\* Married includes a registered domestic partner. Married also includes widows and widowers.

The last portion of the Class Code reflects the annual mileage of the vehicle.

|   |                      |   |                        |   |                        |
|---|----------------------|---|------------------------|---|------------------------|
| A | 0 to 3,000 miles     | R | 9,001 to 10,000 miles  | Y | 16,001 to 17,000 miles |
| L | 3,001 to 4,000 miles | S | 10,001 to 11,000 miles | Z | 17,001 to 18,000 miles |
| M | 4,001 to 5,000 miles | T | 11,001 to 12,000 miles | 1 | 18,001 to 19,000 miles |
| N | 5,001 to 6,000 miles | U | 12,001 to 13,000 miles | 2 | 19,001 to 20,000 miles |
| O | 6,001 to 7,000 miles | V | 13,001 to 14,000 miles | G | 20,001 miles and over  |
| P | 7,001 to 8,000 miles | W | 14,001 to 15,000 miles |   |                        |
| Q | 8,001 to 9,000 miles | X | 15,001 to 16,000 miles |   |                        |

Please note that GEICO does not consider daily vehicle usage for rating purposes in the state of California. GEICO has Insurance Counselors available to answer any further questions 24 hours a day 365 days a year. Please visit our website at [geico.com](http://geico.com) or call us at 1-800-841-3000.

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GEICO GENERAL INSURANCE COMPANY

## LIMITS OF FUTURE COVERAGE

Under GEICO's Good Driver Plan you may be charged a higher rate if you or any operator of your automobile(s) residing in your household are either involved in a qualifying motor vehicle accident or convicted of certain traffic violations.

According to the California Insurance Code you now have the right to be informed, at your request, of any increase in premium resulting from such involvement or conviction.

California Law also requires that we provide you with the reasons for which the company may increase your premiums, cancel or nonrenew your policy.

Reasons for premium increase include:

1. An at fault accident(s) by an insured.
2. A change in, or an addition of, an insured vehicle.
3. A change in, or an addition of, an insured under the policy.
4. A change in the location where vehicles are garaged.
5. A change in the use of the insured vehicle.
6. Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
7. The payment made by an insurer due to the claim filed by an insured or a third party.
8. Failure to provide the company with renewal classification and rating information as requested.
9. Any other reasons not specified above, that are both lawful and not unfairly discriminatory.

Reasons for nonrenewal or cancellation include:

1. Nonpayment of premium when due.
2. A substantial increase in the hazard insured against.
3. Material misrepresentation or fraud.
4. Any other reasons not specified above, that are both lawful and not unfairly discriminatory.

For additional information you may contact our office at 1-800-841-3000.

Thank you,

UNDERWRITING DEPARTMENT





the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion, and the number of people aged 65 and over is expected to increase from 250 million to 450 million (United Nations, 1994).

THESE RESEARCHERS HAVE CONDUCTED RESEARCH ON THE EFFECTS OF

[illegible]

the 1990s, the number of people in the world who are undernourished has declined by 100 million, and the number of people who are malnourished has declined by 200 million. The number of people who are undernourished has declined by 100 million, and the number of people who are malnourished has declined by 200 million.

1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion. The number of people aged 65 and over is expected to increase from 200 million to 400 million. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion.

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the  $\beta$  phase of the polymer. The  $\beta$  phase is the most important phase in the polymer, as it is the phase that is most responsible for the mechanical properties of the polymer. The  $\beta$  phase is the phase that is most responsible for the mechanical properties of the polymer.

*Journal of Management Inquiry*, Vol. 19 No. 1, March 2010  
DOI: 10.1177/1056492609358100  
© The Author(s) 2010

1. *Journal of the American Medical Association*, 1990; 263: 2755-2759.

the 1990s, the number of people in the world who are undernourished has declined from 760 million to 600 million. The number of people who are malnourished has declined from 1.1 billion to 800 million. The number of people who are obese has increased from 100 million to 300 million. The number of people who are overweight has increased from 100 million to 300 million. The number of people who are overweight and obese has increased from 100 million to 300 million. The number of people who are overweight and obese has increased from 100 million to 300 million.

...and the other is the fact that the system is not self-correcting. The system is not self-correcting because the system is not self-correcting.

*Journal of Management Inquiry*, Vol. 19 No. 1, March 2010  
DOI: 10.1177/1056492609358000  
© The Author(s) 2010

*Journal of Management Studies*, 36(7), 809–826.

100

the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015.



GEICO GENERAL INSURANCE COMPANY

Telephone: 1-800-841-3000

Website: [geico.com](http://geico.com)

## Notice of Policy Change

Your Automobile Policy has been revised. These changes can be found in the enclosed policy documents. Please keep in mind you only have the coverages which are listed on your declarations page for which a premium or \$0.00 is shown. The information below summarizes the changes in your policy.

The definitions of *Personal vehicle sharing program*, *Ride-sharing* and *Transportation network company* have been added to **SECTION I - LIABILITY COVERAGES**.

*Personal vehicle sharing program* means a business, organization, network or group facilitating the sharing of private passenger motor vehicles for use by individuals or businesses.

*Ride-sharing* means the use of any vehicle by any *Insured* in connection with a *transportation network company* from the time an *Insured* logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time an *Insured* logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).

*Transportation network company* means a company or organization facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers for compensation or a fee.

*Personal vehicle sharing program* and *Ride-sharing* activities are excluded under **SECTION I - LIABILITY COVERAGES**, **SECTION II - AUTO MEDICAL PAYMENTS COVERAGE**, **SECTION III - PHYSICAL DAMAGE COVERAGES**, and **SECTION IV - UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS**.

Please read your Automobile Policy and related Amendments for the specific terms and conditions regarding the changes to your policy.

Thank you for renewing with us. We look forward to serving you for many years to come.



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•400801202317571004032003154•

• *Wormholes* (1994) by Stephen Hawking and Kip Thorne

1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

10-10-1964

1. The first step in the process of identifying a problem is to define the problem clearly. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes of the problem. Once the causes of the problem have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that will be needed to implement the plan. Once a plan has been developed, the next step is to implement the plan. This involves taking the actions that have been identified in the plan and putting them into practice. Finally, the last step in the process is to evaluate the results of the plan. This involves determining whether the plan has been successful in addressing the problem and identifying any areas for improvement.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.



## GEICO

### PRIVACY NOTICE

#### GEICO Respects Your Privacy

Protecting your privacy is very important to us. Policyholders like you have trusted us with their insurance needs since 1936, and we take our obligation to safeguard and secure your personal information very seriously. We want you to understand how we protect your privacy and when we collect and use your information.

#### The Information We Collect

Non-public personally identifiable information ("information") is information that identifies you and is not available to the general public. The following sections tell you more about how and when we collect your information.

#### Information We Obtain From You

During the quoting, application, or claims handling processes you may give us information such as your:

- name
- address
- phone number
- email address
- Social Security number
- driver's license number
- date of birth

If you gave us your email address, GEICO may use it from time to time to notify you of such things as new services, special offers, or to confirm transactions. You can log in to your account at [geico.com](http://geico.com), click on "Update Email Preferences" on the right side of the screen and choose the level of communication you'd like to receive from us. If you have not yet enrolled online, you will need to enroll with [geico.com](http://geico.com) to update your email preferences.

#### Information About Your Transactions

We may collect information about your transactions and experiences with us and others, such as your payment history, claims, coverage, and vehicles changes.

#### Information From Third Parties

We may receive information about you from consumer reporting agencies, which provide us with motor vehicle reports, claim reports, and/or credit information where permitted by law. When you ask for a rate quotation, we may obtain credit information if permitted by applicable state law.

Our sales and service representatives do not have access to the details of your credit information. Other companies who view your credit report will not see the GEICO inquiry. It will be visible only to you. Our inquiry will not affect your credit score or credit rating. If you commit to purchase a policy with GEICO, we will also confirm your motor vehicle record and claims history.

As permitted by law, we may also review your motor vehicle record and credit information in connection with any renewal.

#### The Information We Disclose

Information about our customers or former customers will only be disclosed as permitted or required by law. Information about you that has been collected is maintained in your policy and/or claims records.

We use this information to process and service your policy; to settle claims; with your consent; or as directed by you. We may also disclose it to persons or organizations as necessary to perform transactions you request or authorize. Information about our former customers and about individuals who have obtained quotes from us is safeguarded to the same extent as information about our current policyholders.

Following are some examples of how we may disclose information:

We must exchange information about you with our agents, investigators, appraisers, attorneys, and other persons who are or will become involved in processing your application and servicing your policy or any claims you may make.

When you are involved in a claim, policy information is provided to adjusters and the businesses that will repair your vehicle.

We may share information with persons or organizations that we have determined need the information to perform a business, professional, or insurance function for us. These include businesses that help us with administrative functions. If the law in your state permits, we may share information with financial institutions with which we have a joint-marketing agreement. All of these entities are obligated to keep the information that we provided to them confidential and to use the information only for the purpose for which the information was provided.

Information may be provided to organizations conducting actuarial research or audits. In this case, you will not be individually identified in any research report. The organization must agree not to redisclose the information and the information will be returned to us or destroyed when it is no longer needed.

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We may also share your Information for other permitted purposes, including:

- with another insurance company if you are involved in an accident with their insured
- with our reinsurers
- with insurance-support organizations that detect and prevent fraud
- among the GEICO companies listed above in order to offer you additional products and services
- with medical professionals or institutions in order to verify coverage or conduct operations or services audits
- with state insurance departments or other governmental or law enforcement authorities if required by law or to protect our legal interests or in cases of suspected fraud or illegal activities
- if ordered by a subpoena, search warrant or other court order

#### **Confidentiality and Security**

We restrict access to your Information to employees who we have determined need it in order to provide products or services to you. We train our employees to safeguard

customer information, and we require them to sign confidentiality and non-disclosure agreements. We maintain strict physical, electronic and procedural safeguards to protect your Information from unauthorized access by third parties.

#### **Changes to This Privacy Policy**

Each of our policyholders receives a copy of our privacy policy at least once per year. In addition, in the event that we make a significant change to our privacy practices, we will send a revised copy of our privacy policy to each of our current policyholders.

#### **What to Do if You Have Privacy or Security Concerns**

If you have a concern about privacy or security at GEICO, we want to hear about it by mail or email.

Please write to us at:

Privacy Administration

GEICO

One GEICO Plaza

Washington, DC 20076

or email us at [privacypolicy@gelco.com](mailto:privacypolicy@gelco.com).

This Privacy Policy applies to all of the companies listed at the top of this notice.

### **ADDITIONAL LEGAL RIGHTS**

#### **HOW YOU CAN REVIEW RECORDED INFORMATION ABOUT YOU**

You have the right to review recorded information about you contained in our files. If you have any questions about what information we may have on file, please write us at the address at the end of this notice. We will need your complete name, address and all policy numbers under which you are insured. Tell us what information you would like to receive. We will also need your home and office telephone numbers so that we can get in touch with you should it be necessary. Within 30 business days of receipt of your request, we will inform you of the nature of that recorded information and identify the persons or organizations to whom we have disclosed this information in the preceding two years. We will also give you the name and address of any consumer reporting agency who prepared a report about you so that you can contact them to get a copy of that report. You may either see and copy your information in person or we will mail you a copy of your information.

We are not required to give you access to information collected in evaluating a claim under an insurance policy or when the possibility of a lawsuit exists. Any information you request that is in coded form will be translated into plain language and provided in written form. We may charge a reasonable fee to cover our costs incurred in providing a copy of our recorded personal information to you.

#### **IF YOU DISAGREE WITH OUR RECORDS**

If, after reading the information in your file, you believe it is incorrect, please notify us in writing. Tell us what is inaccurate and why. You have the right to request that we correct, amend or delete information that you believe is incorrect.

Upon receiving your request, we will, within thirty business days, reinvestigate the information you think is incorrect. If we agree with you, we will notify you and make the necessary corrections, amendments or deletions and also notify anyone you specify who may have received such information within the past two years. We will also notify any organization that supplied the information to us. Insurance-support organizations to whom we systematically reveal information will also be informed of the change.

If we do not agree to make the correction, amendment or deletion, we will notify you and tell you our reason. You may then file with us a brief statement setting forth what you believe to be the correct, relevant or fair information and why you disagree with our decision not to correct, amend or delete the original information. Your statement will become a permanent part of our file and will be made part of any future disclosure of the original information. In addition, copies of your statement will be sent to any person or insurance support organization to whom the original information was disclosed or from whom it was received.

#### **Auto and Umbrella Policy Inquiries**

GEICO

Underwriting Department

One GEICO WEST

PO Box 509090

San Diego, CA 92150-9090

#### **GEICO Motorcycle Policy Inquiries**

GEICO

Underwriting Department

One GEICO Landing

Virginia Beach, VA 23454

**GEICO GENERAL INSURANCE COMPANY  
CALIFORNIA DISCOUNTS**

We offer the following discounts in California:

**California "Good Driver" Discount** - Proposition 103 designated that "good drivers", as defined by California law, should receive at least a 20% discount on their auto insurance premium. What is California's definition of a "good driver"? A "good driver" is one who:

1. Has been a licensed driver for at least the previous three years with the most recent 18 months licensing in the United States or Canada (or you can provide proof of driving record history experience outside of the United States or Canada); and
2. Has not accrued more than one Department of Motor Vehicle point in the last three years. A point is usually assigned for a vehicle code violation or a "principally at-fault" accident; and if the driver was involved in a "principally at fault" accident, it must not have resulted in injury or death; and
3. Has not had a conviction during the past ten years, with the conviction date on or after January 1, 1999, for certain driving under the influence (drugs or alcohol) related driving offenses or certain felony convictions of the California Vehicle Code.

Any operators of your vehicle who do not meet one or more of the above criteria will not receive the California "Good Driver" Discount.

**GEICO Safe Driver Discount** - A discount will be applied if all operators assigned to the vehicle have no assignable surcharge points and have had no chargeable accidents or certain serious convictions within the past five years. This discount applies provided that one or more of the principal operators on the policy has at least five years driving experience with the most recent three years of driving experience being in the United States or Canada.

**Defensive Driving Course Discount** - A discount will be applied to the vehicle if the rated operator, age 50 or greater, has completed an approved Defensive Driving Course. This discount will not apply to a policy for which a Certificate of Financial Responsibility has been filed.

**Good Student Discount** - A discount will be applied for drivers with eight years or less driving experience and who are good students. This discount will be applied to the vehicle that the qualifying driver is assigned to and only one discount will be allowed per vehicle.

**Loyalty Persistency** - A lower rate will be applied at renewal when you continue to renew your policy with us.

**Multi-Line Discount** - A discount will be applied when you have an umbrella and/or motorcycle insurance policy with us.

**Multi-Car Discount** - A discount will be applied when more than one vehicle is insured on your auto insurance policy. This discount applies only to private passenger vehicles that are located at the same zip code.

**Air Bag Discount** - A discount will be applied if your vehicle is equipped with an air bag and Medical Payments coverage is carried.

**New Vehicle Discount** - A discount will be applied to new vehicles.

**Hybrid Vehicle Discount** - A discount will be applied to hybrid vehicles.

**Anti-Theft Discount** - A discount will be applied if your vehicle is equipped with a GEICO approved anti-theft device and Comprehensive coverage is carried.

**Emergency Deployment Discount** - A discount will be applied if, as a result of a declared U.S. Military emergency deployment, the insured private passenger and/or commercial vehicle is either stored in a secured government parking facility or left in the care, custody and control of friends/relatives who own their own vehicle and have insurance.

**Affinity Group Insurance Plan\*** - A reduced rate will be applied if you or your spouse is an operator and is a full-time member of the Armed Forces of the U.S.A., active duty or retired, or a full-time active member of the Armed Forces of a foreign country.

**Sponsored Marketing Group Insurance Plan\*** - A reduced rate will be applied if you or your spouse is a member of a professional organization, alumni association or credit union that offers Government Employees Insurance Company, GEICO General Insurance Company or GEICO Indemnity Company as a member benefit and which has been approved by the State of California.

**Skilled Artisans and Technicians Group Insurance Plan\*** - A reduced rate will be applied if you or your spouse is an operator and is a nursing or undergraduate student, or employed in or retired from certain skilled artisan or technical occupations.

**Professional Group Insurance Plan\*** - A reduced rate will be applied if you or your spouse is an operator and is a graduate student, active or retired professional federal government employee in general service grades 11 or higher, or employed in or retired from certain professions that generally require at least a bachelor's degree, license, or professional certification/designation.





- \* Customers who meet the eligibility requirements for more than one Group Insurance Plan will be placed in the Plan offering the lowest rate.

**NOTE:** Spouse includes a registered domestic partner.

Discounts are listed on your declaration page if applicable. If you feel you are not receiving a discount to which you are entitled, please contact us.

#### **LIMITS OF LIABILITY**

The minimum limits of liability under California law are \$15,000 per person/\$30,000 per accident for bodily injury (medical and other related claims). The minimum limit for property damage (vehicle repairs and related claims) is \$5,000.



GEICO GENERAL INSURANCE COMPANY

Policy Number: 2023-17-57-10

## Automobile Policy Amendment

### Uninsured Motorists Property Damage Coverage

California

Your policy is amended as follows:

#### DEFINITIONS

The definitions of terms for Section I of the policy apply to the coverage provided by this amendment except for the following special definitions.

1. **Insured** means:

- a) **you**;
- b) **your relative**;
- c) any other person **occupying** an **insured auto**.

If there is more than one **insured**, our limits of liability will not be increased.

2. **Insured auto** is an auto:

- a) described in the declarations and covered by the liability coverages of this policy;
- b) temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- c) operated by **you**.

But the term **insured auto** does not include:

- i) a motor vehicle used to carry passengers for hire except in a carpool;
- ii) a motor vehicle being used without the owner's permission; or
- iii) under subparagraphs b) and c) above, a motor vehicle owned by or furnished for the regular use of an **insured**.

4. **Occupying** means in, on, getting into or getting out of.

5. **Property damage** means damage to or destruction of an auto owned by **you** and covered by the Bodily Injury and Property Damage coverages of this policy.

6. **State** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.

7. **Uninsured motor vehicle** is a motor vehicle which has no property damage liability bond or insurance policy applicable with liability limits complying with the financial responsibility law of the **state** in which the **insured auto** is garaged at the time of the accident. This term also includes a motor vehicle whose insurer is or becomes insolvent or denies coverage.

The term **uninsured motor vehicle** does not include:

- a) an **insured auto**;
- b) a motor vehicle owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law or any similar law;

- c) a motor vehicle owned by the United States of America, any other national government, a **state**, or a political sub-division of any such government or its agencies;
- d) a land motor vehicle or **trailer** operated on rails or crawler-treads or located for use as a residence or premises;
- e) a farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads; and
- f) any motor vehicle owned or operated by **you** or any resident of **your** household.

The following definition is added:

8. **Child Passenger Restraint System** means a child passenger restraint system that meets Federal Motor Vehicle Safety Standards as required under the Vehicle Code of California Division 12, Chapter 5, Article 3.3 §27360.

#### LOSSES WE PAY

Under this coverage, we will pay damages for **property damage** caused by accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** arising out of the ownership, maintenance or use of that motor vehicle, provided:

- a) the owner or operator of the **uninsured motor vehicle** is identified; or
- b) the **uninsured motor vehicle** is identified by license number; and
- c) the **insured** or someone on his behalf reports the accident to us within ten business days.

The amount of the **insured's** recovery for these damages will be determined by agreement between the **insured** or his representative and us. The dispute will be arbitrated if an agreement cannot be reached.

The following New Section is added:

#### ADDITIONAL PAYMENT WE WILL MAKE UNDER THE UNINSURED MOTORIST COVERAGE

We will pay for the replacement of any **child passenger restraint system** that is damaged in a covered loss.

#### EXCLUSIONS

When Uninsured Motorists Property Damage Coverage Does Not Apply

- 1. This coverage does not apply to **property damage** if the collision does not involve actual direct physical contact between the **insured** and the **uninsured motor vehicle**.



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2. There is no coverage if:
  - a) the owner or operator of the **uninsured motor vehicle** cannot be identified; or
  - b) the vehicle cannot be identified by license number
3. Damages for loss of use of an **insured auto** are not covered.
4. There is no coverage for a motor vehicle which has valid and collectible Collision coverage applicable at the time of the loss.
5. There is no coverage for personal property contained in the **insured auto**.
6. **Property damage** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
7. **Property damage** that results from bio-chemical attack or exposure to bio-chemical agents released as a result of an act of terrorism is not covered.
8. There is no coverage for **property damage** sustained by an **insured** while operating or **occupying** a motor vehicle owned by or available for the regular use of **you** or any **relative** and which is not insured under the Liability coverage of this policy.
9. This coverage does not apply to any liability assumed under any contract or agreement.
10. There is no coverage for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
11. There is no coverage for **property damage** for any person or organization while an **owned auto** or **non-owned auto**:
  - (a) is being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - (b) is being used for **ride-sharing**.
 However, a vehicle used in an ordinary car pool is covered.

#### **LIMIT OF LIABILITY**

Regardless of the number of autos or **trailers** to which this policy applies:

1. Our limit of liability for **property damage** will be the lesser of:
  - a) the actual cash value of **your** damaged property not to exceed \$3,500, or
  - b) the amount necessary to repair or replace **your** damaged property not to exceed \$3,500.
2. Our limit of liability for property damage does not apply to the replacement of a **child passenger restraint system**.
3. The limit of property damage liability stated in the declarations as applicable to "each accident" is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.

4. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this coverage will be reduced by all amounts:

- a) paid by or for all persons or organizations liable for the **property damage**; or
- b) paid or payable under any property insurance policy.

#### **OTHER INSURANCE**

This insurance shall be excess over other valid and collectible insurance.

If any **insured** making claim under this policy and we do not agree that he is legally entitled to recover damages under this coverage from the owner or operator of an **uninsured motor vehicle** for **property damage**, or do not agree as to the amount payable, either party will have the right to demand arbitration.

The matter(s) in dispute shall then be settled according to American Arbitration Association rules. One neutral arbitrator will conduct the arbitration. The **insured** must institute formal proceedings within one year from the date of the accident.

Judgment on the arbitrator's award may be entered in a court having jurisdiction. The award or judgment confirming the award shall not be conclusive on any party in any action between:

- a) any **insured**, his insurer, his legal representative or his heirs, and
  - b) the uninsured motorist,
- to recover damages arising out of the accident upon which the award is based. The parties may agree to be bound by the arbitrators award.

Any demand for arbitration shall contain a statement, under penalty of perjury, stating whether:

- a) there has been an award or settlement on the case on all issues reasonably contemplated to arise in that claim; and
- b) if not, what good cause reasons exist for the arbitration not to go on immediately.

No cause of action shall exist against either an **insured** or insurer from exercising the right to request arbitration of a claim under Sections 11580.26 and 11580.2 of the California Insurance Code.

#### **TRUST AGREEMENT**

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount of any settlement or judgment any **insured** recovers from any person or organization legally responsible for the **property damage**.
2. Any **insured** claiming benefits will hold in trust for our benefit all rights of recovery and will do nothing after the loss to prejudice these rights.



3. At our written request, any *insured* claiming benefits, in his own name, will take through a designated representative appropriate actions necessary to recover payment for damages from the legally responsible person or organization. That *insured* will pay us out of the recovery for our expenses, costs and attorneys' fees.
4. Any *insured* claiming benefits will execute and furnish us with any needed documents to secure his and our rights and obligations.

#### SUBROGATION

When payment is made under this coverage, we will be subrogated to all the *insured's* rights of recovery against others. The *insured* will do nothing after loss to prejudice these rights.

This means we have the right to sue for or otherwise recover the loss from anyone else who may be legally responsible.

#### CONDITIONS

The following conditions apply only to the Uninsured Motorist Property Damage coverage.

##### 1. NOTICE

Within ten business days after an accident, notice must be given us or our authorized agent stating:

- a) the identity of the *insured*;
- b) the time, place and details of the accident; and
- c) the names and addresses of any witnesses.

If any *insured* or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

##### 2. ASSISTANCE AND COOPERATION OF THE *INSURED*

After we receive notice of a claim, we may require any *insured* to take action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require that *insured* to make that person or organization a defendant in any action against us.

We affirm this amendment.



W. C. E. Robinson  
Secretary

##### 3. CLAIMS NOT SETTLED WITHIN ONE YEAR OF DATE OF ACCIDENT

California law provides that any claim for uninsured/underinsured benefits provided by this policy expires one year after the accident unless one of the following actions is taken within one year from the date of the accident:

- a) suit is filed for *property damage* against the uninsured motorist in a court of competent jurisdiction,
- b) agreement is reached with us as to the amount due under the policy, or
- c) we are notified in writing, by certified mail, return receipt requested, that formal arbitration is demanded. This notice should be sent to us at One GEICO West, 14111 Danielson St., Poway, CA 92064.

If one of these events does not occur within one year following the date of the accident, we will not be liable for any further uninsured/underinsured benefits or claims based upon injuries sustained in the accident.

##### 4. PROOF OF CLAIM

The *insured* or other person making a *property damage* claim shall file a proof of loss in sworn statement form with us within 60 days after the loss occurs (unless we extend the time in writing). This statement must show:

- a) the interest of the *insured* and all others in the property,
- b) the actual cash value at the time of loss, and
- c) the description and amounts of all other insurance on the property.

If we ask, the *insured* must show us the damaged property.

##### 5. PAYMENT OF LOSS

Any amount due is payable:

- a) to the insured or his authorized representative;
- b) if the insured is deceased, to his surviving spouse/registered domestic partner; otherwise
- c) to a person authorized by law to receive the payment; or to a person legally entitled to recover payment for the damages

We may, at our option, pay an amount due in accordance with c) above.



William E. Roberts  
President



GEICO GENERAL INSURANCE COMPANY

Policy Number: 2023-17-57-10

Your policy is amended as follows:

## SECTION I - LIABILITY COVERAGES

### DEFINITIONS

The following definitions are revised as follows:

1. **Auto business** means the business of selling, repairing, renting, leasing, brokering, servicing, storing, transporting or parking of autos.
3. **Farm auto** means a truck type vehicle with a gross vehicle weight of 10,000 pounds or less, not used for commercial purposes other than farming.
11. **Utility auto** means a vehicle, other than a **farm auto**, with a gross vehicle weight of 10,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
13. **You** and **your** means the named insured shown in the declarations or his or her spouse or registered domestic partner if a resident of the same household.

The following definitions are added:

14. **Personal vehicle sharing program** means a business, organization, network or group facilitating the sharing of private passenger vehicles for use by individuals or businesses.
15. **Ride-sharing** means the use of any vehicle by any **insured** in connection with a **transportation network company** from the time an **insured** logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time an **insured** logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).
16. **Transportation network company** means a company or organization facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers for compensation or a fee.

### ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

Item 3 is revised as follows:

3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
  - (a) Before the judgment, where owed by law, and until we pay, offer to pay or deposit in court the amount due under this coverage;
  - (b) After the judgment, and until we pay, offer to pay or deposit in court, the amount due under this coverage.

After Item 5 the following sentence is added:

6. We will upon request by an **insured**, provide reimbursement for the following items:

Items 6, 7, and 8 are renumbered and revised as follows:

- (a) Costs incurred by any **insured** for first aid to others at the time of an accident involving an **owned auto** or **non-owned auto**.
- (b) Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.
- (c) All reasonable costs incurred by an **insured** at our request.

### EXCLUSIONS

#### When Section I Does Not Apply

The first two paragraphs are revised as follows:

We will not pay damages if any one of the following exclusions 1 through 19 applies.

We will neither pay damages nor defend any suit for damages if one or more of exclusions 1 through 6, 10, or 14 through 20 applies.

The following exclusion is revised:

2. Section I does not apply to any vehicle:
  - (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - (b) while being used for **ride-sharing**.However, a vehicle used in an ordinary car pool is covered.

## Automobile Policy Amendment California

The following exclusions are added:

14. **Bodily injury** or property damage that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
15. **Bodily injury** or property damage that results from bio-chemical attack or exposure to bio-chemical agents released as a result of an act of terrorism is not covered.
16. We do not cover any liability assumed under any contract or agreement.
17. We do not cover **bodily injury** or property damage that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.
18. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
19. There is no coverage for **bodily injury** or property damage caused by a motor vehicle driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
20. There is no coverage for **bodily injury** or property damage arising or resulting from the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the motor vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.

## SECTION II - AUTO MEDICAL PAYMENTS EXCLUSIONS

### When Section II Does Not Apply

The following exclusion is revised:

1. Section II does not apply to **bodily injury** sustained by any occupant of an **owned auto**:
  - (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - (b) while being used for **ride-sharing**.However, a vehicle used in an ordinary car pool is covered.

The following exclusions are added:

8. There is no coverage for **bodily injury** that results from nuclear exposure or explosion including resulting fire radiation or contamination.
9. There is no coverage for **bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents released as a result of an act of terrorism.
10. There is no coverage for **bodily injury** that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.
11. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
12. There is no coverage for **bodily injury** caused by a motor vehicle driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
13. There is no coverage for **bodily injury** caused by the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the motor vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.

## CONDITIONS

Condition 5 SUBROGATION is replaced with the following:

### 5. REIMBURSEMENT AGREEMENT AND OFFSET PROVISION. OUR RIGHT TO RECOVER PAYMENT.

When any **insured** has been paid by us under this policy provision and also recovers from another person, entity, or organization, we shall be entitled to reimbursement of the amount of our payment, as provided in this Section. We will seek reimbursement regardless of whether the **insured** (or his or her estate, parent or legal guardian) was paid for all damages arising from the loss or whether or not the **insured** was made whole.

Our right to reimbursement applies to any payments received by the **insured** and to payments to be received by the **insured** that arise from but are not limited to any one or more of the following:

- (a) Any award, judgment or settlement that may result from the exercise of any rights of recovery of the **insured** against any person, entity, or organization that the **insured** claims is responsible for **bodily injury** to the **insured** for which payment under Auto Medical Payments coverage has been made.



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- (b) Any payment received, or to be received, by or on behalf of an **insured** under the provisions of any:
- (i) Automobile, premises or other insurance coverage affording benefits for medical coverage;
  - (ii) Individual blanket or group accident, disability or hospitalization insurance;
  - (iii) Medical, surgical, hospital or funeral service benefits or reimbursement plan; or
  - (iv) Workers' compensation or disability benefits law or any similar law.

Prior to payment being made under this coverage, each party, including the representative and/or insurer of that party, whose act allegedly caused the **bodily injury** may be notified of this reimbursement agreement. If an award or judgment against, or settlement with, any party that the **insured** claimed was responsible for the **bodily injury** has been concluded, then the amounts we owe under this coverage shall be reduced by the amount of that award, judgment or settlement.

### SECTION III - PHYSICAL DAMAGE COVERAGES

#### DEFINITIONS

The definitions of **personal vehicle sharing program**, **ride-sharing** and **transportation network company** under Section I apply to Section III also.

Definition 9 **Trailer** is revised as follows:

9. **Trailer** means a trailer of the flatbed variety designed for use with a **private passenger auto** and not used as a home, residence, office, store, display or passenger trailer. **Trailer** does not mean a trailer with built-in sleeping facilities designed for recreational or camping use.

The following definitions are added:

10. **Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:
- (a) Are permanently installed or attached; or
  - (b) Alter the appearance or performance of a vehicle.
- This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.

11. **Child Passenger Restraint System** means a child passenger restraint system that meets Federal Motor Vehicle Safety Standards as required under the Vehicle Code of California Division 12, Chapter 5, Article 3.3 §27360.

#### ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

The following paragraph is added:

4. We will pay for the replacement of any **child passenger restraint system** that is damaged in a covered **loss**.

#### EXCLUSIONS

##### When The Physical Damage Coverages Do Not Apply

The following exclusion is revised:

1. There is no coverage for **loss** to an auto:
- (a) used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - (b) while being used for **ride-sharing**.
- However, a vehicle used in an ordinary car pool is covered.

The following exclusions are added:

- 11. There is no coverage for **loss** that results from nuclear exposure or explosion including resulting fire, radiation or contamination.
- 12. There is no coverage for **loss** that results from bio-chemical attack or exposure to bio-chemical agents released as a result of an act of terrorism.
- 13. We do not cover **loss** for **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
- 14. There is no coverage for any liability assumed under any contract or agreement.
- 15. There is no coverage for **loss** resulting from:
  - (a) The acquisition of a stolen vehicle;
  - (b) Any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle;
  - (c) Any confiscation, seizure or impoundment of a vehicle by governmental authorities; or

(d) The sale of an **owned auto**.

16. There is no coverage for the destruction, impoundment, confiscation or seizure of a vehicle by governmental or civil authorities due to its use by **you**, a **relative** or a permissive user of the vehicle in illegal activity.
17. We do not cover **loss** that results from the operation of a **non-owned auto** or **temporary substitute auto** that is designed for use principally off public roads that is not registered for use on public roads.
18. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
19. There is no coverage for any **loss** caused by participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged.
20. There is no coverage for any **loss** caused by the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the motor vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.

#### LIMIT OF LIABILITY

Paragraph 2 is replaced with the following:

2. will not exceed the prevailing competitive price to repair or replace the property at the time of **loss**, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any diminution of value claimed to result from the **loss**. Although **you** have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price, which is the price we can secure from a competent and conveniently located repair facility. At **your** request, we will identify a repair facility that will perform the repairs at the prevailing competitive price.

Paragraph 5 is replaced with the following:

5. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.

#### CONDITIONS

##### 4. ACTION AGAINST US

The following paragraph is added:

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

Condition 10 Assignment is added:

##### 10. ASSIGNMENT

With respect to Section III, Physical Damage Coverages, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of a nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

#### SECTION IV - UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE

##### EXCLUSIONS

When Section IV Does Not Apply

Exclusion 2 is replaced as follows:

2. **Bodily injury** to an **insured** while **occupying** or through being struck by an **uninsured motor vehicle** or **underinsured motor vehicle** owned or operated by an **insured** or a **relative** is not covered, except when the injured **insured's** vehicle is being operated, or caused to be operated, by a person without the injured **insured's** consent in connection with criminal activity that has been documented in a police report and that the injured **insured** is not a party to.

The following exclusions are added:

7. **Bodily injury** that results from nuclear exposure or explosion including resulting fire, radiation or contamination is not covered.
8. **Bodily injury** that results from bio-chemical attack or exposure to bio-chemical agents released as an act of terrorism is not covered.
9. This coverage does not apply to any liability assumed under any contract or agreement.
10. There is no coverage for **bodily injury** or property damage sustained by an **insured** while operating or **occupying** a motor vehicle owned by or available for the regular use of **you** or any **relative** and which is not insured under the liability coverage of this policy.

11. There is no coverage under this Section for any person or organization while any motor vehicle is operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.
12. There is no coverage for **bodily injury** or property damage caused by an **insured's** participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged.
13. There is no coverage for **bodily injury** or property damage caused by an **insured's** operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the motor vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.
14. There is no coverage for **bodily injury** or property damage under this Section for any person or organization while an **owned auto** or **non-owned auto**:
  - (a) is being used to carry persons or property for compensation or a fee, including but not limited to the delivery of food or any other products; or
  - (b) is being used for **ride-sharing**.However, a vehicle used in an ordinary car pool is covered.

#### LIMITS OF LIABILITY

Paragraph 4 is replaced as follows:

4. Underinsured Motorists Coverage does not apply to any **bodily injury** until the limits of bodily injury liability policies applicable to all Insured autos causing the injury have been exhausted by payment of judgments or settlements, and proof of such is submitted to us.

#### CONDITIONS

Condition 3 is replaced as follows:

##### 3. CLAIMS NOT SETTLED WITHIN TWO YEARS OF DATE OF ACCIDENT

California law provides that any **bodily injury** claim for uninsured/underinsured benefits provided by this policy expires two years after the accident unless one of the following actions is taken within two years from the date of the accident:

- (a) Suit is filed for **bodily injury** against the uninsured motorist in a court of competent jurisdiction,
- (b) Agreement is reached with us as to the amount due under the policy, or
- (c) We are notified in writing, by certified mail, return receipt requested, that formal arbitration is demanded.

If one of these events does not occur within two years following the date of the accident, we will not be liable for any further uninsured/underinsured benefits or claims based upon injuries sustained in the accident.

#### SECTION V - GENERAL CONDITIONS

The following conditions are revised as follows:

##### 4. ASSIGNMENT

**Your** rights and duties under this policy may not be assigned without our written consent. If **you** die, this policy will cover **your** surviving spouse or registered domestic partner if covered under the policy prior to **your** death. Until the expiration of the policy term, we will also cover:

- (a) The executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties; and
- (b) Any person having proper custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate.

##### 7. CANCELLATION BY US, item (b) is deleted.

##### 8. CANCELLATION BY US IS LIMITED

We will not cancel except for any of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation affecting the policy or **insured**;
- (c) A substantial increase in the hazard insured against.

The following condition is added:

##### 17. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of the state of California.

We affirm this amendment.



W. C. E. Robinson  
Secretary



William E. Roberts  
President

Policy Number: 2023-17-57-10

**Your** policy is amended as follows:

**SECTION V - GENERAL CONDITIONS**

The condition for POLICY PERIOD is revised as follows:

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire as stated in the declarations.

We affirm this amendment.



W. C. E. Robinson  
Secretary



William E. Roberts  
President



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1. The first part of the document is a list of the names of the members of the committee.

2. The second part of the document is a list of the names of the members of the committee.

3. The third part of the document is a list of the names of the members of the committee.

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## LABOR AND MATERIAL'S BOND ✓ (Subdivision Improvements)

Bond No. : 4402763

Premium: Included in Performance Bond

WHEREAS, Clifford E Mapes, Inc. (herein designated as "principal"), and City of Alameda (herein designated as "obligee") have entered into an agreement whereby principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated \_\_\_\_\_, and identified as project Tract 8213, corner of Fernside & Versailles in Alameda CA 94501, 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 Alameda to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 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 Alameda and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of One Hundred Ninety One Thousand Six Hundred Eighty Five Dollars and 30/00 dollars (\$191,685.30), for materials furnished or labor thereon of any kind, or for amounts due 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 inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 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.

CITY OF ALAMEDA  
Risk Management

 Date 9-14-15  
Creteria Akil, City Risk Manager

In witness whereof, this instrument has been duly executed by the principal and surety above named, on August 6, 2015.

**Principal**

**Address of Principal:**

**14 Grass Valley Court  
Oakland, CA 94605**

Clifford E Mapes

By: \_\_\_\_\_

**Address of Surety:**

**3033 5<sup>th</sup> Ave., Suite 300  
San Diego, CA 92103  
619-400-4100**

**Surety**

SureTec Insurance Company

By: \_\_\_\_\_

  
James R. Olsen, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached.

# 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 R. Olsen

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:

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 President, 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 shall continue in force until 10/31/2016 and 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 President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

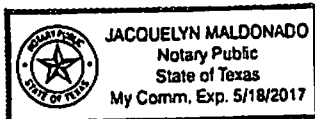
By: [Signature]  
John Knox Jr., President

State of Texas  
County of Harris

ss:



On this 21st day of March, A.D. 2013 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 President 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.



[Signature]  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

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 6th day of August, 2015, A.D.

[Signature]  
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 8:00 am and 5:00 pm CST.



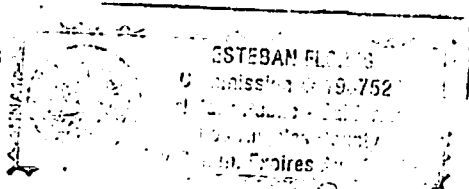

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Los Angeles

**S.S.**

personally appeared James R. Olsen

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



### OPTIONAL INFORMATION

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Labor and Material for Clifford E. Mapes - 4402763

**The signer(s) capacity or authority is/are as:**

- : Attorney-in-fact

Corporate Officer(s)

Partner • Limited/General

**Trustee(s)**

**Other:**

representing: SureTec Insurance Company

**Bond** **Agreed to me on the basis of satisfactory evidence:**

form(s) of identification      credible witness(es)

**Notarial event is detailed in notary journal on:**

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

**Notary contact:**

**Other**

| Additional Signor | Signor(s) Thumbprints(s) |
|-------------------|--------------------------|
|                   |                          |



**PERFORMANCE BOND** ✓  
(Subdivision Improvements)

Bond No. : 4402763  
Premium: \$4,334.00

WHEREAS, Clifford E Mapes, Inc (herein designated as "Principal"), and City of Alameda (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated , and identified as project Tract 8213, corner of Fernside & Versailles in Alameda CA 94501 , 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 SureTec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of One Hundred Ninety One Thousand Six Hundred Eighty Five Dollars and 30/00 dollars (\$ 191,685.30) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded 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, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As 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 Obligee 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 or the specifications accompanying the same shall in anywise 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, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

**CITY OF ALAMEDA**  
Risk Management

Date 9-14-15

Lucretia Akil, City Risk Manager

3033 Fifth Avenue ▪ Suite 300 ▪ San Diego, CA 92103  
619-400-4100 ▪ Toll Free 800-288-0351 ▪ Fax 619-400-4101

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on August 6, 2015.

**Principal**

**Address of Principal:**

**14 Grass Valley Court  
Oakland, CA 94605**

Clifford E Mapes

By:

**Surety**

**Address of Surety:**

**3033 5<sup>th</sup> Ave., Suite 300  
San Diego, CA 92103  
619-400-4100**

SureTec Insurance Company

By:

James R. Olsen, Attorney-In-Fact

Acknowledgment by attorney-in-fact must be attached. ✓

# 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 R. Olsen

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:

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 President, 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 shall continue in force until 10/31/2016 and 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 President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

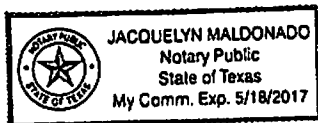
By: [Signature]  
John Knox Jr., President

State of Texas  
County of Harris

SS:



On this 21st day of March, A.D. 2013 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 President 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.



[Signature]

Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

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 6th day of August, 2015, A.D.

[Signature]  
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 8:00 am and 5:00 pm CST.



# California All-Purpose Certificate of 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

S.S.

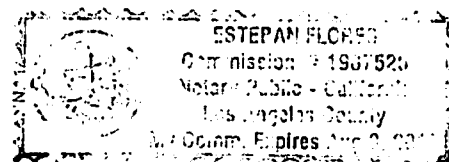
On 08/06/2015 before me, Esteban Flores, Notary Public

personally appeared James R. Olsen

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.



## OPTIONAL INFORMATION

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Performance Bond for Clifford E. Mapes - 4402763

containing 4 pages, and dated 08/06/2015

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s)

- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: \_\_\_\_\_

representing: SureTec Insurance Company

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)