EXCAVATION

CITY OF SIERRA MADRE

232 W. Sierra Madre Blvd, Sierra Madre, CA 91024, (626) 355-7135

Permit No:	P-EXC-260003	**Date Issued:**	10/15/2026
Job Address:	600 N Sunnyside Ave	**A.P.N.**	5761002009
Subdivision:		**Lot Number:**	
Owner:	TOLL WEST COAST LLC	**Contractor:**	HAITBRINK ASPHALT PAVING INC
Address:	9301 CORBIN AVE, SUITE 1200 NORTHRIDGE, CA 91324	**Address:**	9301 CORBIN AVENUE #1200 NORTHRIDGE, CA 91324
Issued To:	BRETT KELLEY	**License #:**	517707
Address:	9301 CORBIN AVENUE #1200 NORTHRIDGE, CA 91324	**City Business License #:**	BL01766L

Project Description: Construct curb and gutter, sidewalk, AC pavement, cross gutter, and other misc. improvements for the Carter Ave road widening. Remove and relocate one catch basin and connector pipe; construct one new catch basin and 2-24" RCP connections to the mainline. Catch basins and storm drains under separate LA County permit FCDP2023000486

Valuation: $0.00

FEE CODE	DESCRIPTION	QTY	AMOUNT
PWSTAFF	Public Works Engineering Staff	3	$507.00
SC025	Excavation - Paved	1	$253.00
		TOTAL	$760.00

N O T I C E

ALL FEES ARE NON-REFUNDABLE.

THIS PERMIT IS VALID FOR 365 DAYS FROM THE DATE IT IS ISSUED. IF A MEANINGFUL* INSPECTION IS NOT CONDUCTED FOR WORK AUTHORIZED BY THIS PERMIT WITHIN THE 365-DAY PERIOD, THE PERMIT WILL BE CONSIDERED INVALID. EVERY MEANINGFUL INSPECTION RENEWS A 180-DAY TIMEFRAME FROM THE DATE OF THE INSPECTION.

FOR PROJECTS WHERE A CONSTRUCTION PLAN WAS APPROVED AS A REQUIREMENT OF THE BUILDING PERMIT APPROVAL, A COMPLETE AND LEGIBLE COPY OF THE CONSTRUCTION PLANS AS APPROVED BY THE CITY SHALL BE AVAILABLE FOR OBSERVATION BY THE INSPECTOR DURING A SCHEDULED INSPECTION.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE INSTRUCTIONS ACCOMPANYING THIS APPLICATION, AND THAT ALL STATEMENTS MADE HEREIN ARE TRUE, COMPLETE, AND CORRECT, WITH NO MATERIAL INFORMATION OMITTED.
I CERTIFY THAT I AM PROPERLY REGISTERED AND/OR LICENSED AS REQUIRED BY THE CITY OF SIERRA MADRE AND THE STATE OF CALIFORNIA, OR THAT I AM THE LEGAL OWNER OF THE ABOVE-DESCRIBED RESIDENTIAL PROPERTY. I UNDERSTAND THAT NO PERSON SHALL BE EMPLOYED IN VIOLATION OF THE CALIFORNIA LABOR CODE, AND THAT A VALID CERTIFICATE OF INSURANCE IS REQUIRED AND WILL BE PROVIDED AS PART OF THIS APPLICATION.

THE APPLICATION HAS BEEN ELECTRONICALLY SIGNED AND SUBMITTAL OF THIS APPLICATION, AND I ACKNOWLEDGE THAT I HAVE REVIEWED ITS CONTENTS AND WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE CITY OF SIERRA MADRE AND THE STATE OF CALIFORNIA GOVERNING BUILDING AND CONSTRUCTION ACTIVITIES.

TOLL BROTHERS, INC.
1140 Virginia Drive
Fort Washington, PA 19034

Memo

VIA UPS OVERNIGHT DELIVERY

DATE: August 26, 2026

TO: **Brett Kelly– Asst. Land Development Manager**

FROM: **Lynda Mills – Sr. Insurance Bond Administrator**

SUBJECT: ***Issued Bond for City Of Sierra Madre– Bond #39BSBJN4046***

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Brett,

Attached is the issued bond that Brandon Haskell requested. Please have the bond signed by an authorized signer before sending the bond to the municipality. Please make a copy of the signed bond for your records.

Please let me know if you have any questions.

Regards,
Lynda Mills

Lynda Mills

PERFORMANCE BOND BOND#39BSBJN4046

RECITALS

WHEREAS, the City, a California municipal corporation ("City"), The Congregation of Passion, Matter Dolorosa Community, a California charitable corporation ("Congregation") and NUWI-SIERRA MADRE LLC, a Delaware limited liability company ("NUWI") entered into a development agreement in October 25, 2022 ("Development Agreement"),whereby NUWI will develop 17.3 acres of the property located at 700 North Sunnyside Avenue, Sierra Madre, California 91024 ("Property") with up to 42 single-family detached residential units, public rights-of-way, and a public park ("Project").

WHEREAS, under Section 9 (Assignment of Interests, Successors, Rights and Obligations) of the Development Agreement NUWI assigned its rights to the Project to Toll West Coast LLC ("Principal") on November 19, 2025.

WHEREAS, Section 4 (Payment of Security Bond) of the Development Agreement states: "Pursuant to Government Code section 66499.3, subdivision (a), Developer will pay an amount equal to 100 percent of the total estimated cost of the improvements contemplated in Sections 4(b), (e), (f), and (i) as a security bond to guarantee and warranty the public improvements for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished. The security bond(s) shall be posted prior to the issuance of the first building permit."

WHEREAS, pursuant to Section 4 (Payment of Security Bond) of the Development Agreement, Principal and Surety, listed below, issue this performance bond.

AGREEMENT

Now, therefore, we, Principal and Hartford Fire Insurance Company ("Surety") are held and firmly bound unto the City, in the penal sum of Three Hundred Forty-Eight Thousand and Nine Hundred and 00/100 Dollars ($348,900.00) in lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, their heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the

covenants, conditions, and provisions in the Development Agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorney fees, incurred by the City in successfully enforcing the 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 Development Agreement, the work to be performed thereunder, or the specifications accompanying the agreement shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the agreement, the work, or the specifications.

In witness whereof, this instrument has been duly executed by Principal and Surety on August 25 of 2026.

Principal:

Date: 8/27/26

TOLL WEST COAST LLC,
a Delaware limited liability company

Signature: [signature]
Name: John Reischl
Title: Vice President, Land Entitlement

Surety:

Date: 8/25/26

Hartford Fire Insurance Company,
a Connecticut corporation
Signature: [signature]
Name: Daniel P. Dunigan
Title: Attorney-In-Fact

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On August 27, 2026 before me, Caren Petroff, Notary Public
(insert name and title of the officer)

personally appeared John Reischl----------,
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.

CAREN PETROFF
Notary Public - California
Los Angeles County
Commission # 2529147
My Comm. Expires Sep 1, 2029

Signature _____ **(Seal)**

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: SIMKISS & BLOCK ALERA GRP AGY LLC
Agency Code: 39-320116

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Brian C. Block, Daniel P. Dunigan, James L. Hahn, Kelly G. Hennessy, Joseph W. Kolok Jr. of BERWYN, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 25 2026

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of PA

County of CHESTER

On August 25 2026 (Date) before me, Amanda Montagno (Name and Title of Notary), Notary Public

personally appeared Daniel P. Dunigan (Name and or Names of Signer(s))

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

Commonwealth of Pennsylvania - Notary Seal
Amanda Montagno, Notary Public
Chester County
My Commission Expires November 7, 2028
Commission Number 14544778

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 _____ (Notary Public Signature)

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Hartford Fire Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb