



1992 0042970

OFFICIAL RECORDS OF  
SONOMA COUNTY  
BERNICE A. PETERSON

RECORDING REQUESTED BY  
THE COUNTY SURVEYOR

AT REQUEST OF  
04/14/1992

FIDELITY NATL TITLE

08:00:00

WHEN RECORDED RETURN TO  
COUNTY SURVEYOR  
575 ADMINISTRATION DRIVE, ROOM 117A  
SANTA ROSA, CA 95403

FEE: \$  
TT: \$

.00 PGS: 9  
.00 PAID

2/26/92

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
JP/sw:clk agreements/land development/shiloh subdivision

File No. MJS. 91-739

**SUBDIVISION IMPROVEMENT MAINTENANCE AGREEMENT  
FOR THE SHILOH UNIT 4 SUBDIVISION**

THIS AGREEMENT is made and dated for convenience as of the 28th day of February 1992, by and between the County of Sonoma, a political subdivision of the State of California, ("COUNTY"), and Shiloh Associates, a General Partnership, ("SUBDIVIDER").

**WITNESSETH:**

WHEREAS, SUBDIVIDER has obtained from the County conditional approval to subdivide a certain parcel of real property, located in the unincorporated portion of the County of Sonoma, State of California, described as follows:

Being a subdivision of a portion of the lands of Shiloh Associates, a General Partnership, as described by deed recorded under Doc. No. 85043761, Official Records of Sonoma County, lying within Section 15, T. 8 N., R. 8 W., M.D.B. & M.

WHEREAS, SUBDIVIDER has satisfied all conditions of such approval, including the construction and completion of those improvements set forth in the document titled "Improvement Plans for Shiloh, Unit 4, MJS. 86-058 and dated June 20, 1990 ("Improvements"); and

WHEREAS, for the purpose of complying with the Sonoma County Subdivision Ordinance, as amended, the California Subdivision Map Act, and for the purpose of causing the subdivision to be recorded, this maintenance agreement is entered into pursuant to the requirements of said ordinance.

NOW, THEREFORE, COUNTY AND SUBDIVIDER AGREE AS FOLLOWS:

1. At the time it signs this Agreement, SUBDIVIDER shall provide warranty security in the amount of \$57,124.00 and in a form acceptable to the County.

This security is to guarantee the Improvements for a period of one year commencing from the date this Agreement is executed by the County either through the Board of Supervisors or the County Surveyor. This security shall be retained for the one year warranty period. SUBDIVIDER warrants that said Improvements are fit for the use for which they were constructed and that they meet all applicable standards and specifications. SUBDIVIDER further agrees to maintain said Improvements in good use and repair throughout the one year warranty period.

2. In the event that the Improvements are not warranted as noted above, and/or are not maintained in good use and repair during the (1) year warranty period, COUNTY, in addition to any other remedy at law or equity, may take all necessary action to bring the Improvements up to warranted standards, and/or maintain or repair the improvements through the use of its own forces or by contract. In the event of such default by SUBDIVIDER and COUNTY's subsequent undertaking, SUBDIVIDER 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 COUNTY. Such obligation or reimbursement shall be unlimited by the amount of the security provided hereunder.
3. It is the intention of the parties hereto that this agreement bind themselves, their heirs, assigns, successors in interest and for the obligation to run with the land. In addition, by recordation of this agreement, it is the intention of the parties to give notice to all future purchasers of this intent to bind as described above. Subdivider hereby agrees to notify COUNTY in the event of sale or transfer of ownership of any part of this project.
4. The warranty security shall be released in the manner provided for in the Sonoma County Code. This Agreement shall terminate upon the release of such security.
5. SUBDIVIDER agrees to indemnify, defend, save harmless and release COUNTY, and each of its officers and employees from and against any and all claims, suits, liabilities, actions, damages, or causes of action for any personal injury, loss of life, or damage to property sustained because of the act or omission of SUBDIVIDER, its employees, agents, or independent contractors in connection with SUBDIVIDER's actions and obligations hereunder.
6. The individuals signing in their capacities as officers of corporations hereby warrant that they have the right, power, authority to bind their respective corporations as anticipated by the provisions of this agreement. Such warranty has been relied upon as a material inducement by COUNTY in entering into this agreement, and, in the absence of such inducement, COUNTY would not have executed this agreement.
7. In the event either party brings an action or proceeding for damages arising out of the other's performance under this agreement or to establish the right of remedy of either party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as a part of such action or proceeding.

8. Nothing in this agreement does or is intended to create an interest in any third party.

**SUBDIVIDER:**

Shiloh Associates, a General Partnership

By: M.K. Land Co., Inc., a California Corporation

By: *Marvin Soiland*  
Marvin Soiland, President

**DEPARTMENTAL APPROVAL:**

Public Works Road N/A Date

Utilities & Sanitation N/A Date

Planning N/A Date

Surveyor *Don L. Cantor* *3/13/92*  
Date

Environ. Health N/A Date

**APPROVED AS TO FORM:**

*Rosemary H. Margo* *3/23/92*  
County Counsel Date

**BOARD OF SUPERVISORS:**

*[Signature]* *4-10-92*  
Chair Date

**APPROVED:**

*N/A* Date  
County Surveyor

**ATTEST:**

*[Signature]* *4-10-92*  
County Clerk Date

MAINTENANCE SECURITY: (SEE EXHIBIT "B")

\$57,124.00

CASH  BOND  INSTRUMENT OF CREDIT  CERTIFICATE OF DEPOSIT

MAINTENANCE BOND

BOND #217516 S  
PREMIUM \$1,714.00

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, SHILOH ASSOCIATES, A GENERAL PARTNERSHIP  
as Principal, and INDEMNITY COMPANY OF CALIFORNIA  
as Surety, are held and firmly bound unto the COUNTY OF SONOMA

as Oblige, in the sum of FIFTY SEVEN THOUSAND ONE HUNDRED TWENTY FOUR AND NO/100  
Dollars, (\$57,124.00) lawful money of the United States, for  
payment of which sum well and truly to be made, we bind ourselves, our  
heirs, executors and successors, jointly and severally firmly by these  
presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, as condition of the filing of the sub-  
division map of SHILOH UNIT 4 SUBDIVISION, MJS 91-739  
entered into an agreement or agreements with said Oblige to complete the  
improvements specified in said agreement or agreements.

WHEREAS, said agreement provided that Principal shall guarantee replace-  
ment and repair of improvements as described therein for a period of one  
year following final acceptance of said improvements by the County;

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

PRINCIPAL

SHILOH ASSOCIATES, A GENERAL  
PARTNERSHIP

BY: Marvin Soiland

M.K. Land Co., Inc.,  
a California Corporation  
By: Marvin Soiland, President  
General Partner

SURETY

INDEMNITY COMPANY OF CALIFORNIA

BY: Sheila Stevens

SHEILA STEVENS, ATTORNEY IN FACT

10\01\88



**POWER OF ATTORNEY OF  
INDEMNITY COMPANY OF CALIFORNIA  
AND DEVELOPERS INSURANCE COMPANY**

**No 061888**

P.O. BOX 19725, IRVINE, CA 92713 • (714) 263-3300

- NOTICE
1. This Power of Attorney shall terminate on the 31st day of March, 1992.
  2. This Power of Attorney is void if altered or if any portion is erased.
  3. This Power of Attorney is void unless the seal is readable, the text is in brown ink, the signatures are in blue ink and this notice is printed in black.
  4. This Power of Attorney should not be returned to the Attorney(s)-in-Fact, but should remain a permanent part of the obligee's records.

KNOW ALL MEN BY THESE PRESENTS, that, except as expressly limited, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, do each severally, but not jointly, hereby make, constitute and appoint

**\*\*\*ALBERT E. HART, SHEILA STEVENS, GAIL FOUSHEE, JOINTLY OR SEVERALLY\*\*\***

the true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of each of said corporations as sureties, bonds, undertakings and contracts of suretyship in an amount not exceeding One Million Five Hundred Thousand Dollars (\$1,500,000) in any single undertaking; giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation; and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

The authority and powers conferred by this Power of Attorney do not extend to any of the following bonds, undertakings or contracts of suretyship:

Bank depository bonds, mortgage deficiency bonds, mortgage guaranteed bonds, guarantees of installment paper, note guarantee bonds, bonds on financial institutions, lease bonds, insurance company qualifying bonds, self-insurer's bonds, fidelity bonds or bail bonds.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY**, effective as of September 24, 1986.

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

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

IN WITNESS WHEREOF, **INDEMNITY COMPANY OF CALIFORNIA** and **DEVELOPERS INSURANCE COMPANY** have severally caused these presents to be signed by their respective Presidents and attested by their respective Secretaries this 2nd day of January, 1991.

**INDEMNITY COMPANY OF CALIFORNIA**

By [Signature]  
Harry C. Crowell, President

**DEVELOPERS INSURANCE COMPANY**

By [Signature]  
Harry C. Crowell, President

ATTEST

By [Signature]  
Walter A. Crowell, Secretary



ATTEST

By [Signature]  
Walter A. Crowell, Secretary

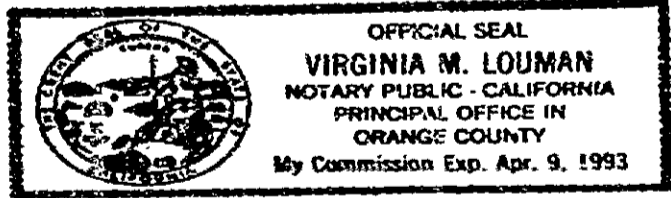


**EXHIBIT B**

STATE OF CALIFORNIA )  
                                  ) SS.  
COUNTY OF ORANGE )

On January 2, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Harry C. Crowell and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as President and Secretary on behalf of Indemnity Company of California and as President and Secretary on behalf of Developers Insurance Company, the Corporations therein named, and acknowledged to me that the corporations executed it.

WITNESS my hand and official seal.  
Signature [Signature]  
Notary Public



**CERTIFICATE**

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

This Certificate is executed in the City of Irvine, California, this 10TH day of MARCH, 1992

**INDEMNITY COMPANY OF CALIFORNIA**

By [Signature]  
L.C. Flebiger  
Senior Vice President



**DEVELOPERS INSURANCE COMPANY**

By [Signature]  
L.C. Flebiger  
Senior Vice President



SF/LL:BA/Surveyor/Approve Shiloh #4 Final

#12

RESOLUTION NO. 92-0437

County of Sonoma  
Santa Rosa, CA 95403

April 7, 1992

File No. MJS 91-739

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROVING AND ACCEPTING THE FINAL MAP FOR SHILOH UNIT 4 SUBDIVISION, TRACT NO. 928, AND AUTHORIZING THE CHAIRMAN TO SIGN CERTAIN AGREEMENTS AND DOCUMENTS AND REJECTING CERTAIN OFFERS OF DEDICATION AND MAKING FINDINGS ALL IN ACCORDANCE WITH THE SUBDIVISION MAP ACT.

WHEREAS, a Final Map of that certain subdivision entitled "Shiloh Unit 4 Subdivision, Tract No. 928," located in the Windsor area, has been presented to this Board of Supervisors for approval and acceptance; and

WHEREAS, said map conforms to the requirements of the State Subdivision Map Act and the Sonoma County Subdivision Ordinance; and

WHEREAS, said map conforms to the findings and conditions as set forth in Sonoma County Planning Commission Resolution No. 91-100 dated November 21, 1991; and

WHEREAS, said Final Map shows and names as offered for dedication for public use certain streets; namely: Shiloh Ridge, Shiloh Glen, and Shiloh Vista Roads; and

WHEREAS, said map shows and names as offered for dedication for public use the easements; and

WHEREAS, the installation of the required monumentation has been completed to the satisfaction of the County Surveyor; and

WHEREAS, the installation of the required private improvements has been completed to the satisfaction of the Department of Public Works; and

WHEREAS, the subdivider, Shiloh Associates, has presented to this Board of Supervisors a Subdivision Improvement Maintenance Agreement dated February 28, 1992 together with a Surety Bond in the following amount:

Maintenance Bond No. 217516 S

\$57,124.00

naming as surety Indemnity Company of California and naming as principal Shiloh Associates to guarantee the required improvements within the subdivision; and

WHEREAS, the estimated taxes for the 1992-93 Fiscal Year have been paid to the County Tax Collector; and

WHEREAS, said Final Map has been duly acknowledged and executed, and is ready for approval and recordation.

NOW, THEREFORE, BE IT RESOLVED that said Final Map of Shiloh Unit 4 Subdivision, Tract No. 928, be and is hereby approved and accepted.

BE IT FURTHER RESOLVED, that the certain streets named and shown on said map; namely: Shiloh Ridge, Shiloh Glen, and Shiloh Vista and offered for dedication for public use thereon, be and are hereby rejected for public use.

BE IT FURTHER RESOLVED, that the easements as named and shown on said map and offered for dedication for public use thereon be and are hereby rejected for public use.

BE IT FURTHER RESOLVED, that the Subdivision Improvement Maintenance Agreement and the bond submitted to guarantee the improvements be and are hereby approved and accepted and the Board of Supervisors authorizes the Chairman to sign said Improvement Agreement.

BE IT FURTHER RESOLVED, that the Board directs the County Clerk to take the necessary steps to assure that said agreements are recorded with the County Recorder.

SUPERVISORS:

Cale \_\_\_\_\_ Harberson \_\_\_\_\_ Esposti \_\_\_\_\_ Carpenter \_\_\_\_\_ Smith \_\_\_\_\_

Ayes 5 Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_

SO ORDERED.

STATE OF CALIFORNIA  
COUNTY OF SONOMA

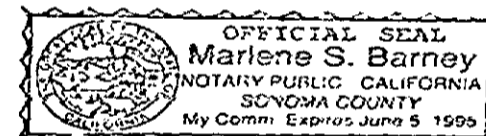
ss.

On *March 12, 1992*, before me, the undersigned, a Notary Public in and for said State and County, residing therein, duly commissioned and sworn, personally appeared Marvin Soiland personally known to me to be the President of M.K. Land Co., Inc., the corporation that executed the within instrument and personally known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being personally known to me to be one of the partners of SHILOH ASSOCIATES, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such Partnership executed the same.

WITNESS my hand and official seal,

*Marlene S. Barney*

Notary Public in and for said county and State  
My commission expires:





CORPORATION



STATE OF CALIFORNIA }  
COUNTY OF CONTRA COSTA } SS

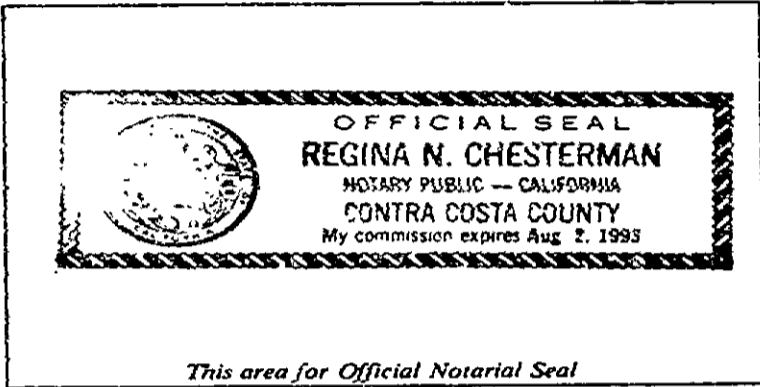
On March 12, 1992, before me, the undersigned, a Notary Public in and for said State,

personally appeared SHILOH ASSOCIATES

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Attorney-in-Fact on behalf of Indemnity Company of California, the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Signature Regina N. Chesterman



STAPLE HERE

ICC 304 (REV. 2/85)

STATE OF CALIFORNIA  
COUNTY OF SONOMA

SS.

On March 12, 1992, before me, the undersigned, a Notary Public in and for said State and County, residing therein, duly commissioned and sworn, personally appeared Marvin Soiland personally known to me to be the President of M.K. Land Co., Inc., the corporation that executed the within instrument and personally known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being personally known to me to be one of the partners of SHILOH ASSOCIATES, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such Partnership executed the same.

WITNESS my hand and official seal,

Mariene S. Barney  
Notary Public in and for said County and State  
My commission expires: 6-5-95

