

Agreement No. S19-09227

**IMPROVEMENT SECURITY
FAITHFUL PERFORMANCE BOND**

BOND NO. PB02497501027
PREMIUM \$140.00/1 yr.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of Orange, State of California, and The New Home Company Southern California, LLC, a Delaware Limited Liability Company, (hereinafter designated as the "PRINCIPAL) has entered into an Agreement whereby PRINCIPAL agrees to install and complete certain designated public improvements, which said Agreement dated September, 2019 and identified as project: Tract Map 17605 Agreement No. S19-09227, Water Improvements is hereby referred to and made a part of hereof; and

WHEREAS, said PRINCIPAL is required under the terms of said Agreement to furnish a bond guaranteeing the faithful performance of said Agreement, and

WHEREAS, Philadelphia Indemnity Insurance Company as "SURETY" agrees to be held firmly bound unto PRINCIPAL in the sum Twenty Seven Thousand Nine Hundred Eighty Seven Dollars (\$27,987) which is 100% of the total Agreement amount for the installation of the water improvements (as defined in the Agreement), for the payment of which sums PRINCIPAL and SURETY agree to be bound jointly and severally, and firmly by the presents;

NOW THEREFORE, We, the PRINCIPAL and SURETY, are held and firmly bound unto the County of Orange (hereinafter called "COUNTY"), in the sum of \$ 27,987 lawful money of the United States, for payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. The

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condition of this obligation is such that if the above-bounded PRINCIPAL, 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 relative to the water improvements, and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in a manner therein specified and in all respects according to their true intent and meaning, and shall indemnify, defend with counsel approved in writing by COUNTY, and save harmless COUNTY, its officers, agents, employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included cost and reasonable expenses and fees incurred by COUNTY in successfully enforcing such obligation, all to be taxed as cost 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 with respect to the water improvements or the specifications accompanying the same shall in any way 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 relative to the water improvements.

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IN WITNESS WHEREOF, this information has been duly executed by the PRINCIPAL and SURETY above named, on this 11th of September, A.D. 2019.

THE NEW HOME COMPANY SOUTHERN CALIFORNIA, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
ITS: PRESIDENT

BY: [Signature]
ITS: SVP

ATTACH ACKNOWLEDGEMENT

By: Philadelphia Indemnity Insurance Company
SURETY COMPANY

ADDRESS: 251 S. Lake Ave., Suite 360
Pasadena, CA 91101

ATTACH ACKNOWLEDGEMENT

By: [Signature]
ATTORNEY-IN-FACT Shane Wolf

ADDRESS: 26 Plaza Square, Suite 200
Orange, CA 92866

APPROVED AS TO FORM:
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: [Signature]
DEPUTY Mark Sanchez

INSURANCE/BONDS APPROVED AS
TO INSURER/SURETY AND LIMITS
[Signature]
CEO/RISK MANAGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

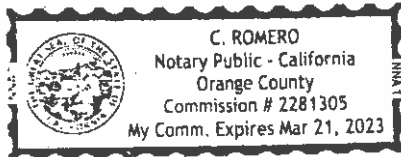
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 9/12/2019 before me, C. Romero, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Andrew J. Jarvis and Stephen T. Jordan
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

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

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

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 Orange }

On September 11, 2019 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

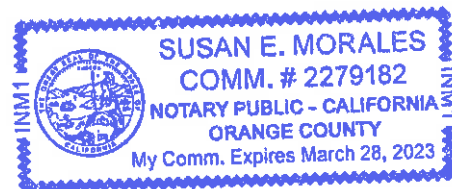
personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~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

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #PB02497501027

(Title or description of attached document)

Philadelphia Indemnity Insurance Co.

(Title or description of attached document continued)

Number of Pages _____ Document Date 9/11/19

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.