



## SUBDIVISION BOND

AMOUNT: \$116,208.00

BOND NO. SAFSU0720371

KNOW ALL MEN BY THESE PRESENTS: THAT WE, B P Lester & Regina John Foundation

as Principal, and International Fidelity Insurance Company, a New Jersey corporation authorized to do business in the State of New Jersey, with its main bonding office at One Newark Center, 20<sup>th</sup> floor, Newark, New Jersey as Surety, are held and firmly bound unto the City of Gearhart, OR as Obligee, in the full and just sum of One Hundred Sixteen Thousand Two Hundred Eight and 00/100THS DOLLARS (\$ 116,208.00) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 22nd day of March, 2017

WHEREAS, the Principal has entered into an agreement with the City of Gearhart, OR as Obligee, guaranteeing that the principal will construct, install and complete the improvements

at certain land known as, "John's Gearhart Retreat" all of which improvements

shall be maintained and completed on or before Two years unless mutually extended.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, THAT IF THE principal shall carry out all the terms of said agreement and perform all the work as set forth therein, all within the time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. FURTHERMORE, the rights of the Obligee hereunder are exclusive to it and the surety shall have no obligation hereunder to any person or entity other than the named Obligee herein. The rights of such Obligee are not assignable.

ATTEST: [Signature]

PRINCIPAL: B P Lester & Regina John Foundation

BY: [Signature]  
International Fidelity Insurance Company

ATTEST: [Signature]

BY: [Signature]  
Jamie Diemer, Attorney-in-Fact

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KYLE JOSEPH HOWAT, CHRISTOPHER KINYON, JAMIE DIEMER, ALICEON A. KELTNER, ANNELIES M. RICHIE, HEATHER L. ALLEN, DIANE M. HARDING, KAREN C. SWANSON, PETER J. COMFORT, JAMES B. BINDER, ERIC A. ZIMMERMAN, CYNTHIA L. JAY, JON J. OJA, BRENT E. HEILESEN, CARLEY ESMIRITU, BRANDON K. BUSH, MARY S. NORRELL, JULIE R. TRUITT

Tacoma, WA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

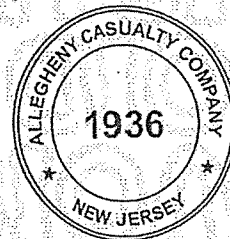
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



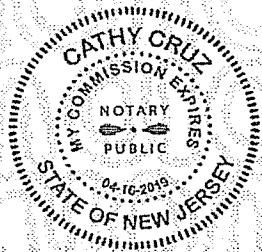
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of March, 2017

MARIA BRANCO, Assistant Secretary

2. Sheets and drawings showing the following:
  - a. Traverse data including the coordinates of the boundary of the subdivision and ties to section corners, donation land claim corners, if any, or triangulation systems, and showing the error of closure, if any.
  - b. The computation of all distances, angles, and courses shown on the final plat.
  - c. Ties to existing monuments, proposed monuments, adjacent subdivision, street corners, and state highway stationing.
  - d. Coordinates of all block corners and all street center points.
  - e. All areas subject to flooding.
3. A copy of any deed restrictions applicable to the subdivision.
4. A list of all taxes and assessments on the first tract which have become a lien on the tract.
5. A copy of the acknowledgement from the State Water Resources Department under ORS 97.122, if the person offering the subdivision or partition plat for filing indicates on the statement of water rights that a water right is appurtenant to the subdivision.

#### SECTION 18 – TECHNICAL REVIEW

1. Upon receipt of the final plat and accompanying data, the staff of the City shall review the plat and pertinent documents to determine that it conforms to the approved tentative plan, and that there has been compliance with provisions of the law and of this ordinance.
2. An engineer or surveyor shall examine the plat for compliance with requirements for accuracy and completeness and shall collect such fees as are provided by state law. He may make checks in the field to verify that the map is sufficiently correct on the ground, and he may enter the property for this purpose. If he determines that there has not been full conformity, he shall advise the subdivider of the changes or additions that must be made and afford the subdivider an opportunity to make such changes or additions.
3. If the engineer or surveyor determines that full conformity has been made, he shall so certify and transmit the plat to the Planning Commission.



#### SECTION 19 – FINAL APPROVAL OF THE PLANNING COMMISSION

The Planning Commission shall examine the plat to determine whether it conforms with the tentative plan and to all changes permitted and all requirements imposed as a condition of its acceptance. If the Planning Commission does not approve the plat, it shall advise the subdivider of the changes or additions that must be made for this purpose, and shall afford him an opportunity to make the same. If the Planning Commission determines that the plat conforms to all requirements, it shall approve the same, but before certifying its approval thereon, it shall require the subdivider to file the agreement and bond, or make the deposit, required in Section 21 and 22, and when the agreement and bond have been filed and approved as prescribed, the Planning Commission's approval shall be endorsed upon the plat by execution of the

appropriate certificate or effect an acceptance by the public of the dedication of any street or other easement shown on the plat.

#### SECTION 20 – AGREEMENT FOR IMPROVEMENTS

Before Planning Commission approval of a final plat, the subdivider shall either install required street improvements and repair existing streets and other existing public facilities damaged in the development of the property or execute and file with the City Building Official agreement between himself and the City, specifying the period within which required improvements and repairs shall be completed and providing that, if the work is not completed within the period specified, the City may complete the work and recover the full cost and expense, together with court costs and attorney fees necessary to collect said amounts from the land divider. The agreement shall also provide for the construction of the required improvements in units and for an extension of time under the conditions therein specified.

#### SECTION 21 – BOND

1. The subdivider shall file with the agreement, to assure his full and faithful performance thereof, one of the following approved by the Planning Commission.
  - a. A personal bond cosigned by at least one additional person who shall not be related to the subdivider by consanguinity. The subdivider and cosigner shall submit evidence of financial responsibility and resources of those signing the bond sufficient to provide reasonable assurance of the ability of the subdivider to proceed in accordance with the agreement.
  - b. Cash.
2. The assurance of full and faithful performance shall be for a sum approved by the Planning Commission sufficient to cover the cost of the improvements, engineering, inspection, and incidental expenses, and to cover replacement and repair of existing streets and other public improvements damaged in the development of the subdivision and must be approved by the city attorney as to form.
3. In the event the subdivider fails to complete all improvement work in accordance with the provisions of this ordinance, and the city has to complete the same, or if the subdivider fails to reimburse the city for the cost of inspections, engineering, and incidental expenses, and to cover cost of replacement and repair of existing street and other improvements damaged in the development of the subdivision, the city shall call on the surety for reimbursement, or shall appropriate from any cash deposit funds for reimbursements. The city shall release the remainder of the bond or cash deposit if the amount of surety bond or cash deposit is less than the cost and expenses incurred by the city, the subdivider shall be liable for the difference.

#### SECTION 22 – FILING OF FINAL PLAT

A subdivider shall, without delay, submit the plat for signatures of other public officials required by law.

1. The applicant shall deliver the final plat to the County Surveyor for review and recording according to the requirements of ORS 92.100. Approval of the plat shall be null and void if the plat is not recorded within 90 days after the date the last required approving signature has been obtained.
2. The subdivision is considered complete after the final plat is recorded by the County Clerk.
3. The County Surveyor shall furnish the city with a copy of the recorded plat.