



EXCAVATION

CITY OF SIERRA MADRE

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

Permit No:	P-EXC-260004	Date Issued:	6/1/2026
Job Address:	600 N Sunnyside Ave	A.P.N.	5761002009
Subdivision:		Lot Number:	
Owner:	TOLL WEST COAST LLC	Contractor:	LA STRADA PIPELINE INC
Address:	9301 CORBIN AVE, SUITE 1200 NORTHRIDGE, CA 91324	Address:	26247 ENTERPRISE COURT LAKE FOREST, CA 92630
Issued To:	BRETT KELLEY	License #:	1018198
Address:	9301 CORBIN AVENUE #1200 NORTHRIDGE, CA 91324	City Business License #:	BL00714L
Project Description:	Right-Of-Way City Storm Drain Improvements including inlets, catch basins, pipe, and misc. materials.		
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

NOTICE

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.

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 The Hanover Insurance Company ("Surety") are held and firmly bound unto the City, in the penal sum of Seven Hundred and Fifty-Seven Thousand and 00/100 Dollars (\$757,000.00) 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 March 25 of 2026.

Principal:

Date: 3/26/2026 TOLL WEST COAST LLC,
a Delaware limited liability company

Signature: 

Name: KRIS CAMPBELL

Title: VICE PRESIDENT, LD

Surety: The Hanover Insurance Company

Date: March 25 2026

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 March 26, 2026 before me, Jurgita Kumpyte Galinaitiene, Notary Public
(insert name and title of the officer)

personally appeared Kris Campbell-----,
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 

(Seal)



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 truthfulness, accuracy or validity of that document.

State of PENNSYLVANIA

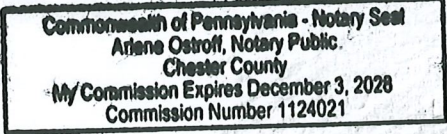
County of CHESTER

On March 25 2026 before me, Arlene Ostroff, Notary Public

personally appeared DANIEL P. DUNIGAN

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] 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
The Hanover Insurance Company



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



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Brian C. Block, Joseph W. Kolok, Jr., James L. Hahn, Daniel P. Dunigan, and/or Kelly G. Hennessy

Of **The Simkiss Agency of Berwyn, PA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 22nd day of April 2025



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawlecki
James H. Kawlecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joselin M. Mendoza
Joselin M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 22nd day of April, 2025 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

KATHLEEN M. SIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 2, 2027

Kathleen M. Sirard
Kathleen M. Sirard, Notary Public
My commission expires, September 2, 2027

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 25th day of March 2026

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America
John Rowedder
John Rowedder, Vice President