



# GRADING

## CITY OF SIERRA MADRE

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

<b>Permit No:</b>	P-GRD-250001	<b>Date Issued:</b>	1/29/2026
<b>Job Address:</b>	700 SUNNYSIDE Ave	<b>A.P.N.</b>	5761-002-010
<b>Subdivision:</b>		<b>Lot Number:</b>	
<b>Owner:</b>	TOLL WEST COAST LLC	<b>Contractor:</b>	MAELY INC
<b>Address:</b>	9301 CORBIN AVE, SUITE 1200 NORTHRIDGE, CA 91324	<b>Address:</b>	9301 CORBIN AVE, SUITE 1200 NORTHRIDGE, CA 91324
<b>Issued To:</b>	ANDREW DUTTON	<b>License #:</b>	890900
<b>Address:</b>	9301 CORBIN AVE, SUITE 1200 NORTHRIDGE, CA 91324	<b>City Business License #:</b>	BL01197L
<b>Project Description:</b>	ROUGH GRADING, VENDURA WALLS, AND HYDROLOGY.		
<b>Valuation:</b>	\$0.00		

FEE CODE	DESCRIPTION	QTY	AMOUNT
GRD005	Permit	1	\$35.00
GRD020	Drainage only Permit	1	\$35.00
<b>TOTAL</b>			<b>\$70.00</b>

### Conditions:

No work may commence until a soil test has been completed and the results confirm that contamination is not present at levels considered significant. For purposes of this condition, "significant" contamination shall mean concentrations exceeding the residential soil screening levels or action levels established or recognized by the Los Angeles County Department of Public Health (LACDPH) or the California Department of Public Health (CDPH).

Soil testing shall evaluate arsenic, lead, cobalt, benzo(a)pyrene, naphthalene, and dioxins (TEQ). If results exceed applicable LACDPH or CDPH screening thresholds, no grading activity shall occur in the affected area until a Soil Management Plan has been prepared and approved by the City and city-sanctioned mitigation measures have been completed.

### 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 Hartford Fire Insurance Company ("Surety") are held and firmly bound unto the City, in the penal sum of One Million Seventy Thousand and 00/100 Dollars (\$1,070,000.00) 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 January 9th of 2026.

**Principal:**

Date: \_\_\_\_\_ TOLL WEST COAST LLC,  
a Delaware limited liability company

Signature: 

Name: Nicholas W. Norvilas

Title: Division President

**Surety:**

Date: 01/09/2026 Hartford Fire Insurance Company,  
a Connecticut corporation

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 January 13, 2026 before me, Jurgita Kumpyte Galinaitiene, Notary Public  
(insert name and title of the officer)

personally appeared Nicholas W. Norvilas,  
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 January 9 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 Hartford Fire Insurance Company



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



# 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

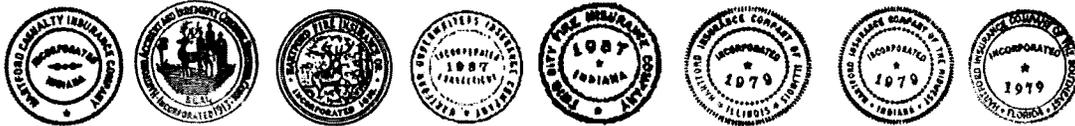
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws 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*

Shelby Wiggins, Assistant Secretary

*Joelle LaPierre*

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.

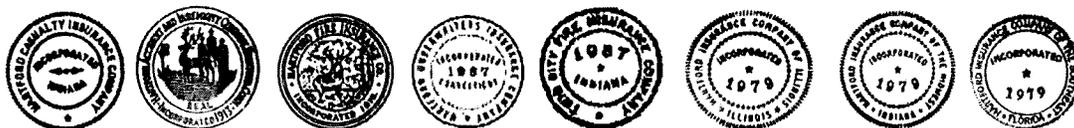


*Jessica Ciccone*

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 January 9 2025.

Signed and sealed in Lake Mary, Florida.



*Keith Dozois*

Keith D. Dozois, Assistant Vice President