



## SUBDIVISION CASH/BOND SURETY - COMPLETION AGREEMENT

THIS AGREEMENT, made this 18th day of October, 20 17 by and between Mashie Drive LLC  
an ☐ Individual, ☐ Partnership, or ☐ Corporation hereinafter called "Developer", and the TOWN COUNCIL OF VIENNA, VIRGINIA, hereinafter called the "Town":

### WITNESSETH:

WHEREAS, Developer has entered into Subdivision Performance Agreement dated the 19th day of October, 20 17 where Developer agreed to construct and install the physical improvements and facilities shown on the approved plans and profiles for a project known as (Name): Mashie Drive Subdivision Plan Number: PF-08-17-FP, and

WHEREAS, Town desires to ensure completion of the above development as a condition of the approval of said development:

NOW, THEREFORE, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the approval of the aforesaid plans by the Town and the issuance of permits for the work proposed to be done thereunder, the parties hereto agree as follows:

1. Developer has paid to the Town cash and/or provided a corporate surety or letter of credit, and the Town by execution hereof acknowledges that it holds a bond in the amount of Three Hundred Sixty-Seven Thousand, Eighty-Two and 00/100 dollars (\$ 367,082.00) under and subject to the terms of this agreement.

2. It is expressly agreed by all parties and it is the purpose and intent of this Agreement to ensure the installation and acceptance of all improvements shown on the approved plans or revisions thereof, and to ensure the satisfaction of any indebtedness caused by failure of Developer to pay required fees to the Town.

3. It is expressly agreed by the parties hereto that all or any portion of the funds shall be used by the Town in the event that all terms and conditions of the Subdivision Performance Agreement have not been fulfilled. It is expressly agreed that no further consent of the Developer to disbursement hereunder shall be required.

4. In the event funds deposited hereunder are not sufficient to obtain completion of the Subdivision Performance Agreement, then the Town may proceed to obtain the balance of funds due in accordance with the terms of the Subdivision Performance Agreement.

5. During the 2-year warrantee period the Developer may substitute a 2-year Maintenance Bond for 10% of the public improvement installation costs or 90% of the funds which are the subject of this Agreement shall be returned to the Developer upon completion and acceptance of the public improvement, leaving 10% on deposit with the Town.

6. The funds, which are the subject of this Agreement or any remaining portion thereof, shall be returned to the Developer or his assignee upon completion of all the terms and condition of the Subdivision Performance Agreement dated 19th day of October, 20 17 for the above referenced project.

IN WITNESS of which the Developer signs and seals this Agreement.

Type of Organization:

- ☐ Corporation  
☐ Partnership  
☐ Individual

Legal Name and Address:

Mashie Drive LLC

1 2680 Darby Brooke Ct.

Woodbridge, VA 22192

Subdivision Cash/Bond Surety – Completion Agreement Project Name: Mashie Drive Subdivision

Mashie Drive LLC

Argonaut Insurance Company

By [Signature] (seal)  
(Signature)  
Abdolkasem Estemai  
(Print or type name and title)

By [Signature] (seal)  
(Signature)  
Joshua Sanford Attorney-in-Fact  
(Print or type name and title)

COMMONWEALTH/STATE OF Virginia  
CITY/COUNTY Prince William

The foregoing instrument was acknowledged before me this 19th day of October 2017

By [Signature] Notary Public My commission expires: 05/31, 2020



IN WITNESS of which, the Town has caused this Agreement to be executed on its behalf:

TOWN COUNCIL OF VIENNA, VIRGINIA

By [Signature]  
Director of Public Works  
STATE OF VIRGINIA  
COUNTY OF FAIRFAX

This 25 day of October 2017, appeared before me in my State and County aforesaid,  
John Jay Sergeant Director, Department of Public Works and acknowledged his signature.  
By [Signature] Notary Public My commission expires: 1-31-20

APPROVED AS TO FORM:

[Signature]  
TOWN ATTORNEY





**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Danielle D. Johnson, Aiza Lopez, Michelle Anne McMahon, Aimee R. Perondine, Brian Peters, Donna M. Planeta, Stacy Rivera, Joshua Sanford, Keri Ann Smith, Stephani A. Trudeau

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: \_\_\_\_\_

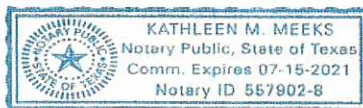
Joshua C. Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 18 day of October, 2017.



*Sarah Heineman*

Sarah Heineman, VP-Underwriting Surety