RECEIVED

Bond No. 106047344

the Principal and Surety respectively.

PERFORMANCE BOND

Exhibit "A" to Supplementary Conditions

Doc#: 1408656090 Fee: \$52.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 03/27/2014 10:51 AM Pg: 1 of 8 MAR 2 0 2014

WM. A. RANDOLPH, INC

KNOW ALL MEN BY THESE PRESENTS, That William A. Randolph, Inc.
(hercinafter called the "Principal"), as Principal and
Travelers Casualty and Surety Company of America
n corporation, duly authorized to do business in IL (project state) (hereinafter called the "Surety are held and 'ntrily bound unto WAL-MART STORES, INC. (hereinafter called the "Obligee"), and its representative successors and as igns, in the sum of Three Million Four Hundred Seventy Nine Thousand Dollars and
for the payment of which our well and paik to be and of the payment of which our well and paik to be and of the payment of which our well and paik to be and of the payment of which our well and paik to be and of the payment of which our well and paik to be and of the payment of which our well and payment of the payment of which our well and payment of the payment
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has been awarded a contract with Obligeo for Walmart Neighborhood Market
Takeover Store# 6167-00 Des Plaires Illinois
(heroinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if full set forth herein.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal shall we and truly perform all the work, undertakings, covenants, terms conditions, and agreements of said Contract within the tim provided therein and any extensions thereof that may be granted by Obligee, and during the life of any maintenance obligation, guaranty or warranty required under said Contract, and shall also well and truly perform all the undertakings covenants, terms, conditions, and agreements of any and all modifications of said Contract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss damage, and expense, including costs and attorneys' fees, which the said Obligee may sustain by reason of Principal's failur) to do so, then this obligation shall be null and vold; otherwise it shall remain in full force and offect.
The said Surety agrees that no change, extension of time, alteration, addition, emission, waiver, or other modification of the terms of either the said Contract or in the said work to be performed, or in the space legations, or in the plans, or in the contract documents, or any forbearance on the part of either the Obligeo or Surety to the other, shall in any way affect said Swety's obligation on this Bond, and said Swety does hereby waive notice of any such change, extensions of time, alterations, additions, emissions, waivers, or other modifications.
The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety respectively.

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IN WITNESS WHEREOF, the above bound parties have ex	ecuted this instrument under their several seals this <u>18th</u> da
of <u>March</u> , <u>2014</u> the name and corporesents duly signed by its undersigned representative, pursu	orate seal of each corporate party being hereto offixed and the uppt to authority of its governing body.
	PRINCIPAL: William A. Randolph, Inc.
	By: Inthony Riccarick.
DOOP THE STATE OF	Title: Prosident
0	820 Lakeside Drive, Unit 3
Q _A	Gurnee, IL 60031
A Company of the Comp	(Principal's Address)
Or Secretary's Attest ASS [SEAL] HARTFORD, SUPERIOR CONN. 9	SUITETY: Travelers Casualty and Surety Company of America By Christine Eitel Thie: Attorney-in-Fact One Tower Square Hartford, C7 06183 (Surety's Address)
Witness: Kimberly Bragg	
Or Secretary's Attest	9.
[SEAL]	Attach Power of Attorney if executed by attorney-in-fact on behalf of Surety

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Bond No. 106047344
PAYMENT BOND

Exhibit "B" to the Supplementary Conditions

KNOW ALL MEN BY THESE PRESENTS, That William A. Randolph, Inc.

(herelvafter called the "Principal"), as Principal and Travelers Casualty and Surety Company of America
a corporation, duly authorized to do business in IL, (hereinafter called the "Surety"), are held and firmly bound unto WAL-MART STORES, INC. (hereinafter called 'he "Obligee"), and its representatives, successors and assigns, in the sum of Three Minion Four Hundred Seventy Nine Thousand Dollars and 00/100 Dollars (\$3,479,000.00) for the payment of which sum well and truly to be made the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Pancipal has been awarded a contract with Obligeo for Walmart

Neighborhood Market Takenver Store# 6167-00 Des Plaines, Illinois (hereinafter called the "Contract") and which Contract is hereby referred to and incorporated by express reference as if fully tet forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment in full to all persons or entities supplying labor, material, supplies, services, utilities and equipment in the prosecution of the work provided for in said Contract and any and all modifications of said Contract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and attorneys' fees, which the said Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, al eration, addition, omission, walver, or other modification of the terms of either the said Contract or in the said work to be performed, or in the specifications, or in the plans, or in the Contract documents, or any forbearance on the part of either the Obliges or Principal to the other, shall in any way affect its obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, waivers, or other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons or entities as supplying labor, material, supplies, services, utilities and equipment in the prosecution of the work provided for in said Contract, as well as to the Obligee, and that any of such persons or entities may maintain independent actions upon this Bond in the name of the person or entitles bringing any such action.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that they are duly authorized to bind the Principal and Surety, respectively.

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IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 18th day of March, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

,	rus governing body.
	PRINCIPAL; William A. Randolph, Inc.
	By: Chithay Kiccard.
0000	Title: President
	820 Lakeside Drive, Unit 3 Gurnee, IL 60031 (Principal's Address)
Witness: Edul Cul	
Or Secretary's Attest ASST [SEAL]	ĆC.
MINISTER AND SURES	SURETY: Travelers Casualty and Surety Company of America
HARTFORD, CONN.	By: Mexically
A STANDARD OF THE PARTY OF THE	Christine Eitel Title: Attorney-in-Fact
	One Tower Square
La Bacc	Hartford, CT 06183 (Surety's Address)
Witness: Kimberly Bragg	
Or Secretary's Attest	
SBALJ	Attach Power of Attorney if executed by attorney-in-fact on behalf of Surety

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STATE OF ILLINOIS

COUNTY OF Cook

On this 18th day of March, 2014 before me came Christine Eitel executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of Travelers Casualty and Surety Company of America that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this day and year first writter above.

Ila Delman, Notary Public

(Seal).

"OFFICIAL SEAL"
ILA DELMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 15, 2015

004



Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

223656

Certificate No. 004223874

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters. Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the 'Companies'), and that the Companies do hereby make, constitute and appoint

Susan K. Landreth, Pam J K asen, Art Pedraza, Gerald C. Olson, John E. Adams, Mary Ann Powell, Gregory A. Field, Christine Eitel,

of the City of <u>Chicago</u>	& Schaumburg State of Illi	inaia
other writings obligatory in the contracts and executing or guar	if more than one is named above, to lign, execute, seal and e nature thereof on behalf of the Companies in their busing ranteeing bonds and undertakings required or permitted in	inois . their true and lawful Attorney(s)-in-Fact, d acknowledge any and all bonds, recognizances, conditional undertakings and ness of guaranteeing the fidelity of persons, guaranteeing the performance of any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the	ne Companies have caused this instrument to be signer and	I their corporate seals to be hereto affixed, this lst
	Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company	St. Paul Mercury Insurance Company
1977)	MCORPORATED SE ALL SO	SEAL SEAL SO STATE OF
State of Connecticut City of Hartford ss.		By: Langue Hampon
On this thelst himself to be the Senior Vice Presi Inc., St. Paul Fire and Marine Ins Company, Travelers Casualty and executed the foregoing instrument for the second of the seco	ident of Farmington Casualty Company, Fidelity and Com	George W Thompson, Senior Vice President efore me personally appeared George W. Thompson, who acknowledged aranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, y, St. Paul Mercury Insurance Company, Travelers Casualty and Surety and Guaranty Company, and that he, as such, being authorized so to do, the corporations by himself as a duly authorized officer.
In Witness Whereof, I hereunto set My Commission expires the 30th d	I my hand and a GT at a second and a se	Maria 4+ 01

58440-4-09 Printed in U.S.A.

My Commission expires the 30th day of June, 2011.

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This Power of Attorney is granted trade on the authority to the inclusing a new restriction of the authority to the authority of the authority

RESOLVED, that the Charman, the President, any Vice charman are the constructed by Second Vice and Second Vice President, the Treasurer, any Assistant Treasurer the Correlate Second vice and Assistant Treasurer the Correlate Second vice and Assistant Assistant Treasurer the Correlate Second vice and the Second vice and the Company and may give ston appeared such addentity as the collection of the Company and may give ston appeared and addentity as the collection of the Second vice and addentition and any Company's seal bonds, recognizances company and other or original angest type and the second vice and vice and the Second vice and the Second vice and the Second vice and vice and the Second vice and vice

FURTHER RESOLVED, that the Charman, the President, no. New Three, or any Exercises of the control of the foregoing authority is once a three companies of the Common part of the foregoing authority is once a three control of the Common part of the foregoing authority is once a three control of the Common part of the Sourcing, and it is

FURTHER RESOLVED, that any bond recognizance contract a industries, or writing continuous action and a form accompanies of conditional undertaking shall be valid and binding upon the Company when the standard by the President, any Vice Charmon on Contract, or any Vice Charmon on Contract, or any Vice the Secretary of the Vice Secretary and Assistant Treasures, the Composite Secretary or any Assistant Secretary or Assistant begreated through soul in required to plant of the Assistant Diet and Agent pursuant to the power Company's seal by a Secretary or Assistant begreated at the Agent trades seal in required to plant seal to a secretary or Assistant begreated at the Agent trades seal in required to plant seal to a secretary or Assistant begreated at a support of the Agent trades of Authority and in a prescribed in his or her certificate or their certificates of Authority and Agent purposes.

FURTHER RESOLVED, that the signature of each of the Distarwing officers. He solden amplicated to a controlled to describe the factors of the President any Secretary by Assistant Secretary the distance of the Channay and the first the factors of Augment of the President Assistant Secretaries or Augment on English partners only the encurring and aftesting bonds certificate relating thereto appointing Resident Arc Presidents Resident Assistant Secretaries or Augment on English partners only the studie signature or facsimile seaf and undertakings and other writings enligatory in the nature thereof, and now such Power or Augment of English described and deal deal of the partners and the studie signature or facsimile seaf and undertakings and other writings enligatory in the nature thereof, and now such a sound an action of small be called and binding on shall be valid and binding upon the Company and on the Arc Standard Standard Power Standar

I, Kori M. Johanson, the undersigned. Assistant Secretary of Jarran, groa Castalis Company. Edenty and Castalisy Insurance Company St. Paul Viscourse Company. Freeders Casualty and Underwriters. Inc., St. Paul Fire and Marine Insurance Company on Paul Charaction Insurance Company. St. Paul Fire and Marine Insurance Company on Paul Charaction Insurance Company St. Paul Fire and Marine Insurance Company of Company of Company of Company of Company of Company of Company. Travelers Casualty and Surety Company of Amount of Companies, which is in Infl. force and other company of Science Section.

IN TESTIMONY WHEREOF, I have hereinnessed one hand and affixed the seal of and Companies ten-

WAREL 2014

Sug. W. Lithentale / Assestion Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-021 3850 is comed as at www.transtersecond.co. (b) see relative if comed in Fact number, the above-named individuals and the details of the bond to which the power is otherwise.

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UNOFFICIAL LOTO PY

EXHIBIT "A"

SHOPPING CENTER LEGAL DESCRIPTION

LOT 19 (EXCEPT THE NORTH 190 FEET OF THE WEST 190 FEET, ALSO EXCEPT THAT PART DEDICATED FOR GOLF ROAD AND ELMHURST ROAD AS SHOWN ON THE PLAT OF DEDICATION RECORDED DECEMBER 10, 1929 AS DOCUMENT 10550566, ALSO EXCEPT THE SOLVEY 266 FEET AS MEASURED PERPENDICULAR TO THE SOUTH LINE AND ALSO EXCEPT THE LAST 367.88 FEET AS MEASURED PERPENDICULAR TO THE EAST LINE, LYING NORTH OF THE AFOREMENTIONED SOUTH 266.00 FEET AND ALSO EXCEPT THAT PORTION TAKEN FOR ELMINOST ROAD IN CONDEMNATION CASE 97L50510) IN THE OWNER'S SUBDIVISION IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, PLINOIS.

PINS: 08-13-102-013-0000

08-13-102-015-0000

08-13-102-016-0000

08-13-102-017-0000

Street Address: Southeast corner of Golf Rosu and Elmhurst Road, Des Plaines, IL