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MAR 20 2014

WM. A. RANDOLPH, INC

Bond No. 106047344

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

PERFORMANCE BOND

Exhibit "A" to Supplementary Conditions

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

(hereinafter called the "Principal"), as Principal and

Travelers Casualty and Surety Company of America

a corporation, duly authorized to do business in IL (project state) (hereinafter called the "Surety"), are held and firmly bound unto WAL-MART STORES, INC. (hereinafter called the "Obligee"), and its representatives, successors and assigns, in the sum of Three Million 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 Principal has been awarded a contract with Obligee for Walmart Neighborhood Market

Takeover 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 set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal shall well and truly perform all the work, undertakings, covenants, terms, conditions, and agreements of said Contract within the time 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 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, alteration, addition, omission, waiver, 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 Obligee or Surety to the other, shall in any way affect said Surety's obligation on this Bond, and said Surety does hereby waive notice of any such change, extensions of time, alterations, additions, omissions, 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.

May 12, 2008

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IN WITNESS WHEREOF, the above bound 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.

PRINCIPAL: William A. Randolph, Inc.

By: Anthony Riccardi

Title: President

820 Lakeside Drive, Unit 3
Gurnee, IL 60031

(Principal's Address)

Witness: Edul Al

Or Secretary's Attest
ASST
[SEAL]

SURETY: Travelers Casualty and Surety Company of America

By: Christine Eitel

Christine Eitel

Title: Attorney-in-Fact

One Tower Square
Hartford, CT 06183

(Surety's Address)



Witness: Kimberly Bragg

Or Secretary's Attest

[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.
 (hereinafter 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 the "Obligee"), and its representatives, successors and assigns, in the sum of
Three Million 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 Principal has been awarded a contract with Obligee for Walmart
Neighborhood Market Takeover 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 set 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, alteration, addition, omission,
 waiver, 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 Obligee 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 entities 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.

PRINCIPAL: William A. Randolph, Inc.

By: Anthony Riccardi

Title: President

820 Lakeside Drive, Unit 3
Gurnee, IL 60031
(Principal's Address)

Witness: Edul Al

Or Secretary's Attest
Asst
[SEAL]



SURETY: Travelers Casualty and Surety Company of America

By: Christine Eitel

Title: Attorney-in-Fact

One Tower Square
Hartford, CT 06183
(Surety's Address)

Witness: Kimberly Bragg

Or Secretary's Attest
[SEAL]

Attach Power of Attorney if executed by attorney-in-fact on behalf of Surety

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STATE OF ILLINOIS

COUNTY OF Cook

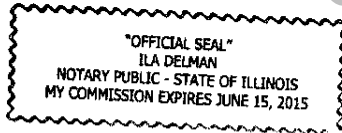
On this 18th day of March, 2014 before me came Christine Eitel executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of Travelers Casualty and Surety Company of America that the seal affixed to said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

Ila Delman

Ila Delman, Notary Public

(Seal).



Property of Cook County Clerk's Office

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER
UNOFFICIAL COPY
POWER OF ATTORNEY



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. Klasen, Art Pedraza, Gerald C. Olson, John E. Adams, Mary Ann Powell, Gregory A. Field, Christine Eitel, Kimberly Bragg, Mark V. Brechle, and Ila Delman

of the City of Chicago & Schaumburg State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2011.

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



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 1st day of June, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of 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, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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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 SOUTH 266 FEET AS MEASURED PERPENDICULAR TO THE SOUTH LINE AND ALSO EXCEPT THE EAST 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 ELMHURST ROAD IN CONDEMNATION CASE 97L50510) IN THE OWNER'S SUBDIVISION IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 Road and Elmhurst Road, Des Plaines, IL