

MAY 02 2022

RECEIVED



FAITHFUL PERFORMANCE BOND
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66499.1)

| | | | | |
|-------------------------|----|--------------|------------------|-----------|
| FOR: Grading/Electrical | \$ | | Tract Map | TM32102 |
| Hardscape | \$ | 1,418,091.00 | Other Proj. Ref. | IP21-062L |
| Landscape | \$ | 998,000.00 | Bond No. | 0243516 |
| Contingency | \$ | 483,218.00 | Premium | \$ 11,599 |
| CM/ Inspection | \$ | 193,287.00 | | |
| Total | \$ | 3,093,000.00 | | |

| | | | |
|------------|---------------------------------------|------------|----------------------------------|
| Surety | <u>Berkley Insurance Company</u> | Principal | <u>Pulte Home Company, LLC.</u> |
| Address | <u>412 Mt. Kemble Ave, Suite 310N</u> | Address | <u>27401 Los Altos Suite 400</u> |
| City/State | <u>Morristown, NJ</u> | City/State | <u>Mission, CA</u> |
| Zip code | <u>07960</u> | Zip | <u>92691</u> |
| Phone | <u>657-356-2894</u> | Phone | <u>(760) 801-5116</u> |

WHEREAS, the City Council of the City of Menifee, State of California, and Pulte Home Company, LLC. (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to Tract Map 32102 – IP21-062L, which agreement(s), dated _____, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and Berkley Insurance Company, as surety, are held and firmly bound unto the City of Menifee in the penal sum of Three Million ninety three thousand and no/100, Dollars, (\$3,093,000.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement(s) and any alteration thereof made as therein provided, on his or 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 of Menifee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Menifee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement(s) or to the work or to the specifications..

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on April 21, 2022.

NAME OF PRINCIPAL: Pulte Home Company, LLC

AUTHORIZED SIGNATURE(S):

By: 
Name: Gregory S. Rives
Title: Assistant Treasurer

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Berkley Insurance Company

AUTHORIZED SIGNATURE:


Its Attorney-in-Fact Jeremy Polk,
Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.



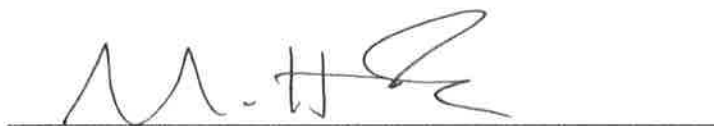
ACKNOWLEDGEMENT

State of Arizona

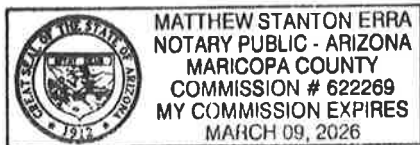
County of Maricopa

On 4/21/2022 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature



Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Jeremy R. Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of July, 2021.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of July, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

under my hand and seal of the Company, this 21st day of April, 2022.



Vincent P. Forte
Vincent P. Forte

ACKNOWLEDGEMENT BY PRINCIPAL

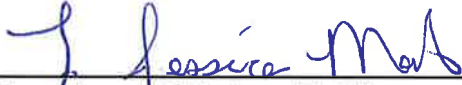
STATE OF GEORGIA)

) ss.

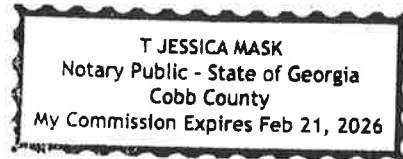
COUNTY OF COBB)

This record was acknowledged before me on April 21, 2022, appeared Gregory S. Rives, Assistant Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026



MATERIAL AND LABOR BOND
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66499.2)

| | | | | |
|-------------------------|----|--------------|------------------|------------------------------|
| FOR: Grading/Electrical | \$ | | Tract Map | TM32102 |
| Hardscape | \$ | 709,045.50 | Other Proj. Ref. | IP21-062L |
| Landscape | \$ | 499,000.00 | Bond No. | 0243516 |
| Contingency | \$ | 241,609.00 | Premium | Included w/ performance bond |
| CM/Inspection | \$ | 96,645.00 | | |
| Total | \$ | 1,546,500.00 | | |

| | | | |
|------------|--------------------------------|------------|---------------------------|
| Surety | Berkley Insurance Company | Principal | PULTE HOME COMPANY, LLC. |
| Address | 412 Mt. Kemble Ave, Suite 310N | Address | 27401 Los Altos Suite 400 |
| City/State | Morristown, NJ | City/State | Mission, CA |
| Zip | 07960 | Zip | 92691 |
| Phone | 657-356-2894 | Phone | (760) 801-5116 |

WHEREAS, the City Council of the City of Menifee, State of California, and PULTE HOME COMPANY, LLC., (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to Tract Map 32102 – IP21-062L, which agreement(s), dated _____ is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are firmly bound unto the City of Menifee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of one million five hundred forty six thousand five hundred and no/100 Dollars, (\$ 1,546,500.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Menifee in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

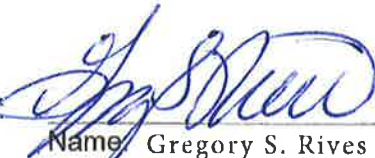
Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on April 21, 2022.

NAME OF PRINCIPAL: Pulte Home Company, LLC

AUTHORIZED SIGNATURE(S):

By

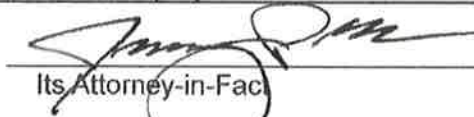


Name: Gregory S. Rives
Title: Assistant Treasurer

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Berkley Insurance Company

AUTHORIZED SIGNATURE:



Its Attorney-in-Fact

Jeremy Polk,
Attorney-in-Fact
Title

(IF CORPORATION, AFFIX SEAL)

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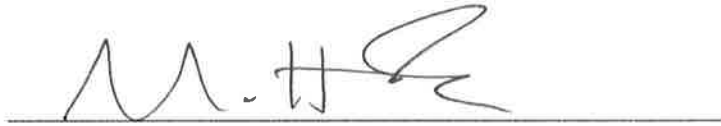
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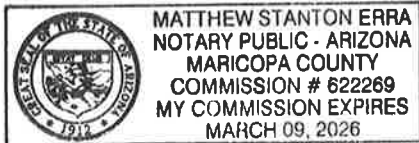
County of Maricopa

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(Seal)



Notary Signature



Matthew Stanton Erra
Commission Expires March 9th, 2026

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BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

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By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

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MARIA C. RUNDIAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundiaken
Notary Public, State of Connecticut

CERTIFICATE

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Given under my hand and seal of the Company, this 21st day of April, 2022.

Vincent P. Forte
Vincent P. Forte

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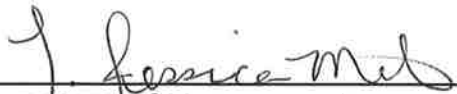
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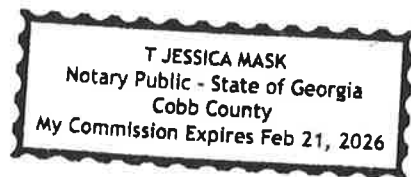
COUNTY OF COBB)

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WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026