



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

FOR: Streets and Drainage	\$ <u>4,407,000</u>	Tract Map <u>36658 Backbone Phase 2</u>
Riv. Co. Flood Control	\$ _____	Other Proj. Ref. _____
Water System	\$ <u>542,500</u>	Bond No. <u>7901181745</u>
Rec. Water	\$ _____	Premium \$ <u>19,654.00</u>
Sewer System	\$ <u>291,500</u>	
Total	\$ <u>5,241,000</u>	
Surety <u>Nationwide Mutual Insurance Company</u>	Principal <u>Pulte Home Company, LLC</u>	
Address <u>One West Nationwide Blvd 1-14-301</u>	Address <u>27401 Los Altos, Suite 400</u>	
City/State <u>Columbus, OH</u>	City/State <u>Mission Viejo, CA</u>	
Zip code <u>43215-2220</u>	Zip <u>92691</u>	
Phone <u>(614) 249-7111</u>	Phone <u>951-538-5835</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 **36658 Backbone Phase 2**, 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 Nationwide Mutual Insurance Company, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Five Million Two Hundred Forty-One Thousand and 00/100 Dollars, (\$ 5,241,000.00)** 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 the May 2nd, 2024.

NAME OF PRINCIPAL: Pulte Home Company, LLC

AUTHORIZED SIGNATURE(S):

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

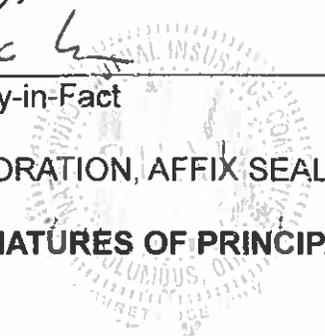
(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Nationwide Mutual Insurance Company

AUTHORIZED SIGNATURE: Peter S Forker
Peter S Forker, Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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



executed this 2nd day of May, 2024.

Pulte Home Company, LLC

PRINCIPAL



A handwritten signature in cursive script, appearing to read "Gregory S. Rives", is written over a horizontal line.

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

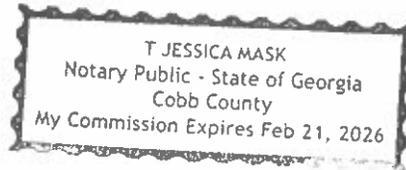
COUNTY OF COBB)

This record was acknowledged before me on May 2, 2024, appeared Gregory S. Rives, 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

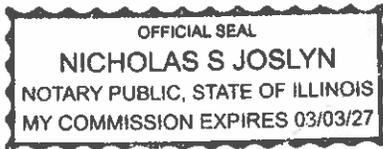
ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 2nd day of May, 2024, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Nationwide Mutual Insurance Company

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Nicholas S. Joslyn
Notary Public in the State of Illinois
County of Cook

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
OSCAR F RINCON, PETER S FORKER, REBECCA M JOHLIE,

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20 day of May, 2021.

Assistant Secretary



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

FOR: Streets and Drainage \$ 2,203,500
Water System \$ 271,250
Sewer System \$ 145,750

Tract/Parcel Map 36658 Backbone Phase 2
Bond No. 7901181746
Premium \$ 9,827.00

Surety Nationwide Mutual Insurance Company
Address One West Nationwide Blvd, 1-14-301
City/State Columbus, Ohio
Zip code 43215-2220
Phone (614) 249-7111

Principal Pulte Home Company, LLC
Address 27401 Los Altos, Suite 400
City/State Mission Viejo, CA
Zip 92691
Phone 951-538-5835

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 **36658 Backbone Phase 2**, 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 **Two Million Six Hundred Twenty Thousand Five Hundred and 00/100 Dollars, (\$2,620,500.00)** 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 May 2nd, 2024.

NAME OF PRINCIPAL: Pulte Home Company, LLC

AUTHORIZED SIGNATURE(S):

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

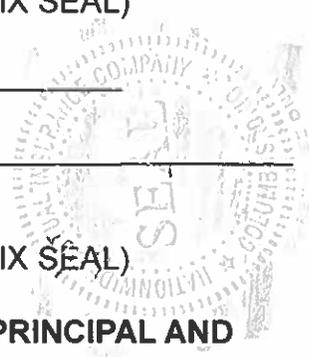
(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Nationwide Mutual Insurance Company

AUTHORIZED SIGNATURE: [Signature]
Peter S Forker, Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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



executed this 2nd day of May, 2024.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

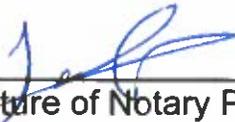
STATE OF GEORGIA)

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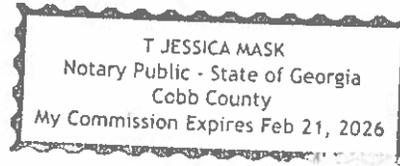
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WITNESS my hand official seal.



Signature of Notary Public



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

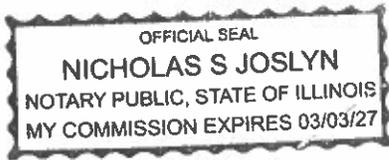
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Notary Public in the State of Illinois
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each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

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Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

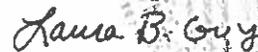


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

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IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of May, 2024.



Assistant Secretary