



**FAITHFUL PERFORMANCE BOND
FOR GRADING PROJECTS AND / OR EROSION CONTROL
OR LANDSCAPE IMPROVEMENTS
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66499.1)**

FOR: Precise Grading	\$ <u>128,625.00</u>	Tract Map <u>36658-4</u>
Site Amenities	\$ <u>3,306,485.00</u>	Other Proj. Ref. _____
Landscape	\$ <u>1,010,610.00</u>	Bond No. \$ <u>59BSBJD9647</u>
Total	\$ <u>4,445,720.00</u>	Premium \$ <u>17,338</u>

Surety <u>Hartford Fire Insurance Company</u>	Principal <u>Pulte Home Company, LLC</u>
Address <u>One Hartford Plaza</u>	Address <u>27401 Los Altos, Suite 400</u>
City/State <u>Hartford, CT</u>	City/State <u>Mission Viejo, CA</u>
Zip code <u>06155</u>	Zip <u>92691</u>
Phone <u>888-266-3488</u>	Phone <u>949-330-8544</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 **the park in Planning Area 4 (Tract Map 36658-4)**, 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 Hartford Fire Insurance Company, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Four Million Four Hundred and Forty Five Thousand Seven Hundred Twenty and no/100, Dollars, (\$4,445,720.00)** 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.



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OR LANDSCAPE IMPROVEMENTS**

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 thereunder 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 February 5th, 2024.

NAME OF PRINCIPAL: Pulte Home Company, LLC

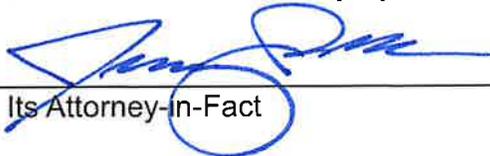
AUTHORIZED SIGNATURE(S):

SEE ATTACHED

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

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Hartford Fire Insurance Company

AUTHORIZED SIGNATURE:  _____
Its Attorney-in-Fact Jeremy Polk
Title Attorney-in-Fact

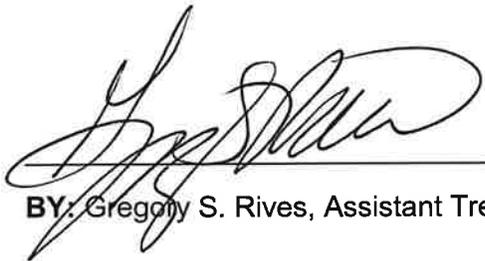
(IF CORPORATION, AFFIX SEAL)

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

executed this 5th day of February, 2024.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

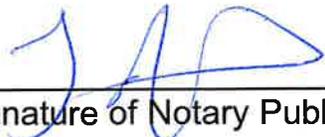
STATE OF GEORGIA)

) ss.

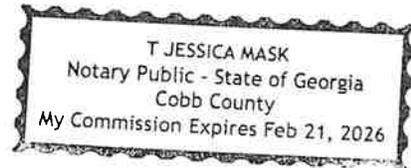
COUNTY OF COBB)

This record was acknowledged before me on February 5, 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

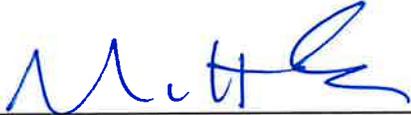
ACKNOWLEDGEMENT

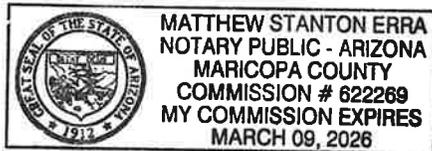
State of Arizona

County of Maricopa

On 2/5/2024 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

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC
 Agency Code: 59-300168

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :
 Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

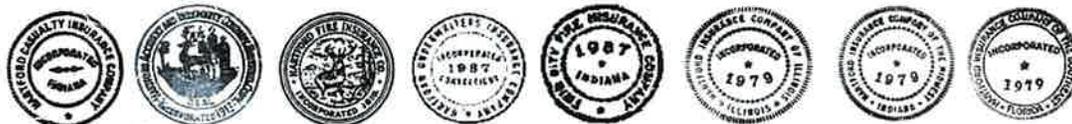


Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 5th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



MATERIAL AND LABOR B O N D
FOR GRADING PROJECTS AND / OR EROSION CONTROL
OR LANDSCAPE IMPROVEMENTS
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Precise Grading	\$ <u>111,143.00</u>	Tract Map <u>36658-4</u>
Site Amenities	\$ <u>1,667,145.00</u>	Other Proj. Ref. _____
Landscape	\$ <u>444,572.00</u>	Bond No. \$ <u>59BSBJD9647</u>
Total	\$ <u>2,222,860.00</u>	Premium \$ <u>Included w/ perf bond</u>

Surety <u>Hartford Fire Insurance Company</u>	Principal <u>Pulte Home Company, LLC</u>
Address <u>One Hartford Plaza</u>	Address <u>27401 Los Altos, Suite 400</u>
City/State <u>Hartford, CT</u>	City/State <u>Mission Viejo, CA</u>
Zip code <u>06155</u>	Zip <u>92691</u>
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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 Hartford Fire Insurance Company, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Two Million Two Hundred and Twenty Two Thousand Eight Hundred Sixty and no/100, Dollars, (\$2,222,860.00)** 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.

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IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on February 5th, 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: Hartford Fire Insurance Company

AUTHORIZED SIGNATURE:  Jeremy Polk,
Its Attorney-in-Fact Attorney-in-Fact
Title

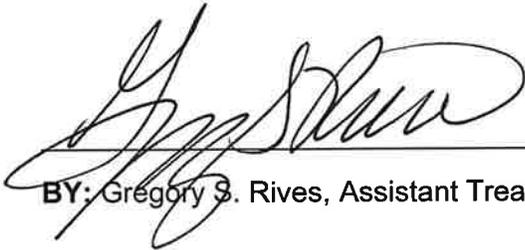
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Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

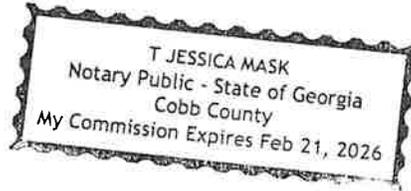
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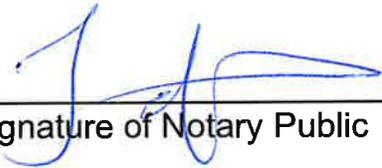
) ss.

COUNTY OF COBB)

This record was acknowledged before me on February 5, 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

ACKNOWLEDGEMENT

State of Arizona

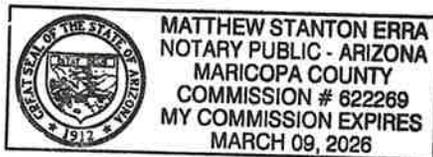
County of Maricopa

On 2/5/2024 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

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having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :
 Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPier

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPier, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 5th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President