



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

FOR: Streets and Drainage	\$ 923,000	Tract Map	TM36658-4
Riv. Co. Flood Control	\$ 0	Other Project Ref.	IP17-065
Water System	\$ 256,500	Bond No.	0264058
Rec. Water	\$ 0	Premium	\$4,918
Sewer System	\$ 132,000		
Total	\$ 1,311,500		

Surety Berkley Insurance Company  
Address 475 Steamboat Rd  
City/State Greenwich, CT  
Zip code 06830  
Phone 203-542-3800

Principal Pulte Home Company, LLC  
Address 27401 Los Altos, Suite 400  
City/State Mission Viejo, CA  
Zip 92691  
Phone 949-330-8544

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 **TM36658-4**, 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 **Berkley Insurance Company**, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **One Million Three Hundred Eleven Thousand Five Hundred Dollars, (\$1,311,500.00)** 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 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 October 23, 2024.

NAME OF PRINCIPAL: Pulte Home Company, LLC

AUTHORIZED SIGNATURE(S):

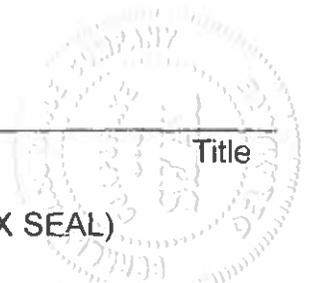
By: SEE ATTACHED  
Name: Gregory S. Rives  
Title: Assistant Treasurer

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Berkley Insurance Company

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

(IF CORPORATION, AFFIX SEAL)



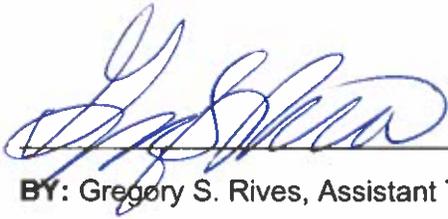
ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

executed this 23<sup>rd</sup> day of October, 2024.

Pulte Home Company, LLC

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PRINCIPAL



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BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

**NOTARY ACKNOWLEDGEMENT**

**STATE OF GEORGIA)**

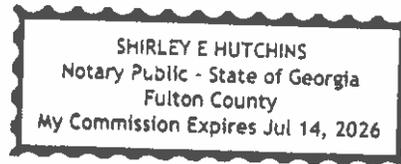
**) ss.**

**COUNTY OF FULTON)**

This record was acknowledged before me on October 23<sup>rd</sup>, 2024,  
appeared Gregory S. Rives as 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



Shirley E. Hutchins  
Notary Public State of Georgia  
My Commission Expires: July 14, 2026

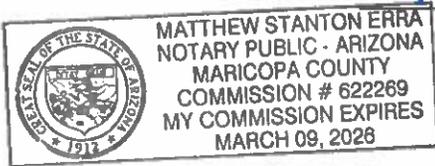
**ACKNOWLEDGEMENT**

**State of Arizona**

**County of Maricopa**

On 10/23/2024 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)



A handwritten signature in blue ink, appearing to read "Matt", written over a horizontal line.

*Notary Signature*

**Matthew Stanton Erra**  
**Commission Expires March 9<sup>th</sup>, 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 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 12th day of April, 2023.



Attest:  
By [Signature]  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company  
By [Signature]  
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 12th day of April, 2023, 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

[Signature]  
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 23rd day of October, 2024  
[Signature]  
Vincent P. Forte



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

FOR: Streets and Drainage	\$ <u>461,500</u>	Tract Map	<u>36658-4</u>
Riv. Co. Flood Control	\$ <u>0</u>	Other Project Ref.	<u>IP17-065</u>
Water System	\$ <u>128,250</u>	Bond No.	<u>0264058</u>
Rec. Water	\$ <u>0</u>	Premium	<u>Included w/ perf bond</u>
Sewer System	\$ <u>66,000</u>		
Total	\$ <u>655,750</u>		

Surety Berkley Insurance Company  
Address 475 Steamboat Rd  
City/State Greenwich, CT  
Zip code 06830  
Phone 203-542-3800

Principal Pulte Home Company, LLC  
Address 27401 Los Altos, Suite 400  
City/State Mission Viejo, CA  
Zip 92691  
Phone 949-330-8544

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 TM36658-4, 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 **Six Hundred Fifty-Five Thousand Seven Hundred Fifty 00/100 Dollars, (\$655,750.00)** 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.

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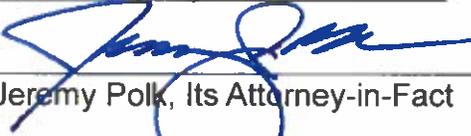
NAME OF PRINCIPAL: Pulte Home Company, LLC

AUTHORIZED SIGNATURE(S):

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

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Berkley Insurance Company

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

(IF CORPORATION, AFFIX SEAL)

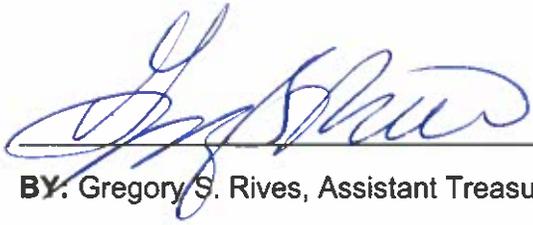
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Pulte Home Company, LLC

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PRINCIPAL



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**BY:** Gregory S. Rives, Assistant Treasurer

Notary Attached

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**STATE OF GEORGIA)**

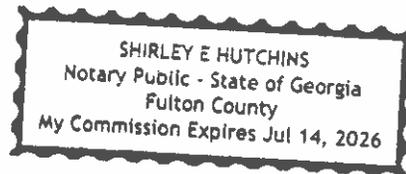
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basis of satisfactory evidence to be the person who appeared before me and is  
personally known to me.

WITNESS my hand official seal.

  
\_\_\_\_\_  
Signature of Notary Public



*Shirley E. Hutchins*  
Notary Public State of Georgia  
My Commission Expires: July 14, 2026

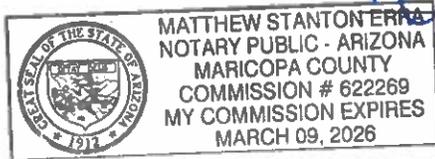
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(Seal)



A handwritten signature in blue ink, appearing to read 'M. Stanton Erra', written over a horizontal line.

*Notary Signature*

**Matthew Stanton Erra**  
**Commission Expires March 9<sup>th</sup>, 2026**

