

**AGREEMENT
FOR THE CONSTRUCTION OF STREET AND DRAINAGE IMPROVEMENTS
MENIFEE TOWN CENTER PM36299-1 Parcel 12, IP19-048S**

This Agreement for Construction of Street and Drainage Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and the Judicial Council of California, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as Menifee Town Center PM36299-1 Parcel 12, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within Seven Hundred and Thirty Days from the date this Agreement is executed, in a good and workmanlike manner, all street and drainage improvements in accordance with those Street and Drainage Improvement Plans for said land division which have been approved by the City Engineer, a copy of which are on file in the office of the City of Menifee Engineering Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 460 and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. At its sole discretion, City may extend the period of time for completion of the work by providing written notice to Developer of said extension. To be effective such notice must be provided by the City Engineer. Such notice may be provided as specified in Section Nineteenth or via electronic mail to Developer at: dale.frisby-t@jud.ca.gov. All the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approved and accepted in writing as complete by the City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One Hundred Twelve Thousand Five Hundred and no/100, Dollars, \$112,500.00, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the street and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this Agreement prior to the completion

and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, volunteers, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all reasonable expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement is completed. Developer shall remit such Completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completions Costs. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law in the amount equal to any unpaid Completion Costs.

FIFTH: The Developer shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Developer shall protect all persons from such hazardous or dangerous conditions in compliance with State law regulations and standards for traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Developer, its agents and employees, shall give written notice to the City Engineer at least forty-eight (48) hours before beginning any work. Developer shall provide the City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to ensure its completion within the specified time, or within such extensions of time which have been granted by City, or if Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Developer shall be in default of this Agreement and notice of such default shall be served upon Developer. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Developer as a result of such default, but said termination shall not affect or terminate any rights of City as against Developer or any surety then existing or which thereafter accrue because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer and any surety, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under this Agreement or the law. The failure of the Developer to commence or

complete construction shall not relieve the Developer or surety from completion of the improvements required by this Agreement.

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 as amended 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. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified Developer of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such bonds. Developer further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City. Any agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by

the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals maintained throughout the term of this Agreement.

SEVENTEENTH: This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

NINETEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer

Judicial Council of California
Mr. Dale Frisby, Project Manger
2860 Gateway Oaks #400
Sacramento, CA 95833

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.


TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any party to assign any right or obligation.


IN WITNESS WHEREOF, Developer has affixed his name, address and seal.

Dated: November 17, 2021

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Kristin Kerr
Title: Attorney
Date: 11.16.21

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: November 17, 2021

Dated: _____, 2021

CITY OF MENIFEE

By: _____
Daniel Padilla, City Engineer

CITY OF MENIFEE

By _____
Armando G. Villa, City Manager

ATTEST:

APPROVED AS TO FORM:

By _____
Sarah A. Manwaring, City Clerk

By: _____
Jeffrey T. Melching, City Attorney

SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY

JUDICIAL COUNCIL ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Francisco

On November 17, 2021 before me, Gregory Tang, Notary Public, personally appeared Stephen Sadtler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)



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

FOR: Streets and Drainage \$ 112,500.00
Riv. Co. Flood Control \$ _____
Water System \$ _____
Rec. Water \$ _____
Sewer System \$ _____
Total \$ 112,500.00

Parcel Map PM36299-1 Parcel 12
Other Proj. Ref. IP19-048S
Bond No. 107534028
Premium \$669.00

The Judicial Council of California

Surety <u>Travelers Casualty and Surety Company of America</u>	Principal <u>and Clark Construction Group – California, LP</u>
Address <u>One Tower Square</u>	Address <u>18201 Von Karman, Suite 800</u>
City/State <u>Hartford, CT</u>	City/State <u>Irvine, CA</u>
Zip code <u>06183</u>	Zip <u>92612</u>
Phone <u>860-277-0111</u>	Phone <u>714-429-9779</u>

WHEREAS, the City Council of the City of Menifee, State of California, and The Judicial Council of California and Clark Construction Group – California, LP (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 PM36299-1 Parcel 12, which agreement(s), dated November 17, 2021, 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 Travelers Casualty and Surety Company of America, as surety, are held and firmly bound unto the City of Menifee in the penal sum of One Hundred Twelve Thousand Five Hundred and no/100, Dollars, (\$ 112,500.00) 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 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 Meniffee 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 November 18, 2021.

NAME OF PRINCIPAL: Clark Construction Group – California, LP
By Clark Construction Group – California, Inc., Its General Partner

AUTHORIZED SIGNATURE(S):

By: _____
Name: _____
Title: _____

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: _____
Its Attorney-in-Fact _____ Title _____
Karen C. Bowling, Attorney-in-Fact
(IF CORPORATION, AFFIX SEAL)

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



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

FOR: Streets and Drainage \$ 56,250.00
Water System \$ _____
Sewer System \$ _____
Total \$ 56,250.00

Tract/Parcel Map PM36299-1 Parcel 12
Other Proj Ref. IP19-048S
Bond No. 107534028
Premium \$ Included on Performance Bond

Surety Travelers Casualty and Surety Company of America Principal The Judicial Council of California and
and Clark Construction Group – California, LP

Address One Tower Square
City/State Hartford, CT
Zip 06183
Phone 860-277-0111

Address 18201 Von Karman, Suite 800
City/State Irvine, CA
Zip 92612
Phone 714-429-9779

WHEREAS, the City Council of the City of Menifee, State of California, and The Judicial Council of California and Clark Construction Group – California, LP, (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 PM36299-1 Parcel 12, which agreement(s), dated November 17, 2021, 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 Fifty Six Thousand Two Hundred Fifty and no/100 Dollars, (\$ 56,250.00) 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 November 18, 2021.

NAME OF PRINCIPAL: Clark Construction Group – California, LP
By Clark Construction Group – California, Inc., Its General Partner

AUTHORIZED SIGNATURE(S):

By: _____
Name:
Title:

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: _____

Its Attorney-in-Fact

Title



Karen C. Bowling, Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

State of Maryland)
) ss
County of Anne Arundel)

WITNESS my hand and official seal.

Signature: 
Diana L. Parker, Notary Public
 Commission Expires 8/10/2025



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Karen C Bowling** of **COLUMBIA, Maryland**, their true and lawful Attorney(s)-in-Fact 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 **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this

18th day of *November*, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**