



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

FOR: Streets / Drainage	\$ 2,141,000.00	Tract Map <u>31822-2</u>
Water System	\$ 412,000.00	Other Proj. Ref. _____
Rec. Water System	\$ 16,000.00	Bond No. <u>TM5207429</u>
Sewer System	\$ 368,500.00	Premium <u>\$16,744.</u>
Total	\$ 2,937,500.00	

Surety The Guarantee Company of North America USA  
Address One Town Square, Suite 1470  
City/State Southfield, MI  
Zip code 48076  
Phone \_\_\_\_\_

Principal Sutter Mitland 01, LLC  
Address 3200 Park Center Dr., Suite 1000  
City/State Costa Mesa, CA  
Zip 92626  
Phone (714) 200-1533

WHEREAS, the City of Menifee, State of California, and **Sutter Mitland 01, 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 **TM 31822-2**, which agreement(s) 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 **The Guarantee Company of North America USA**, as surety, are held and firmly bound unto the City of Menifee in the penal sum **Two Million Nine Hundred Thirty-Seven Thousand Five Hundred-----00/100 \$2,937,500.00** 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 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 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 this agreement 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. 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 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 agreements(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on **December 11<sup>th</sup>, 2017**

NAME OF PRINCIPAL: Sutter Mitland 01 LLC

AUTHORIZED SIGNATURE(S):

By:

Name: Dave Bartlett

Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: **The Guarantee Company of North America USA**

AUTHORIZED SIGNATURE:

Katie Coalson, Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

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

A notary public or other officer completing this certificate verified 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 Orange                     )                     SS.

On December 18, 2017, before me, Meagan Knecht  
   , Notary Public, personally appeared Dave Barnett  
   , 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.



  
Notary Public





**MATERIAL AND LABOR BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.1)

FOR: Streets / Drainage \$ <u>1,070,500.00</u>	Parcel Map <u>31822-2</u>
Water System \$ <u>206,000.00</u>	Other Proj. Ref. _____
Rec. Water System \$ <u>8,000.00</u>	Bond No. <u>TM5207429</u>
Sewer System \$ <u>184,250.00</u>	Premium \$ <u>8,372.00</u>
Total \$ <u>00</u>	

Surety The Guarantee Company of North America USA	Principal <u>Sutter Mitland 01, LLC</u>
Address One Town Square, Suite 1470	Address <u>3200 Park Center Dr., Suite 1000</u>
City/State <u>Southfield, MI</u>	City/State <u>Costa Mesa, CA</u>
Zip code <u>48076</u>	Zip <u>92626</u>
Phone _____	Phone <u>(714) 200-1533</u>

WHEREAS, the City of Menifee, State of California, and **Sutter Mitland 01, 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 **TR 31822-2**, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and **The Guarantee Company of North America USA**, the undersigned, as corporate surety, are held firmly unto the City of Menifee and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of **One Million Four Hundred Sixty-Eight Thousand Seven Hundred Fifty \$1,468,750.00** 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 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 entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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 this agreement 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 **December 11<sup>th</sup>, 2017**

NAME OF PRINCIPAL: Sutter Mitland 01 LLC

AUTHORIZED SIGNATURE(S):

By:



Name: Dave Bartlett  
Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: **The Guarantee Company of North America USA**

AUTHORIZED SIGNATURE:

  
Katie Coalson, Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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

A notary public or other officer completing this certificate verified 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 Orange ) ss.

On December 18, 2017, before me, Meagan Knecht  
Dore Bartlett, Notary Public, personally appeared \_\_\_\_\_  
\_\_\_\_\_, 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]  
Notary Public