

FAITHFUL PERFORMANCE BOND

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

74,000.00 Tract Map 37131
Other Proj. Ref. IP22-056 (OFFSITE
Bond No. <u>800117986</u>
Premium \$10,435.00 / annum
y.o, tooloo, amidii
4,000.00
Principal: Lennar Homes of California, LLC
Address: 980 Montecito Drive, Suite 206
City/State: Corona, CA
Zip: 92879
Phone: (949) 278-6661

WHEREAS, the City Council of the City of Menifee, State of California, and <u>Lennar Homes of California</u>, <u>LLC</u> (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 <u>Tract 37131</u>, 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 <u>Atlantic Specialty Insurance Company</u>, as surety, are held and firmly bound unto the City of Menifee in the penal sum of <u>Four Million One Hundred Seventy-Four Thousand and No/100 Dollars</u>, (<u>\$4,174,000.00</u>) 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 <u>February 17</u>, <u>2023</u>.

NAME OF PRINCIPAL: <u>Lennar Homes of California, LLC, a California limited liability company</u>

AUTHORIZED SIGNATURE(S):

By:

Name: Groffred Smith Title: Ville President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY:

Atlantic Specialty Insurance Company

AUTHORIZED SIGNATURE:

Its Attorney-in-Fact

Title

Amanda R. Turman-Avina

(IF CORPORATION, AFFIX SEAL)

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

California All-Purpose Certificate of Acknowledgment

CIVIL CODE 1189

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 NUCLUL)				
On Tebruary personally appeared	09,2023 Geoffrey	before me,	Both Brutay,	Notary Public.	

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

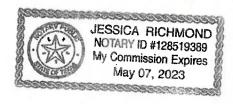
BETH BRULEY
Notary Public - California
Riverside County
Commission # 2409205
My Comm. Expires Jul 24, 2026

(Seal)

Acknowledgment by Principal if Corporation or Limited Liability Company

STATE OF California	
COUNTY OF	
l,	, a Notary Public in and for the
county and state aforesaid, do hereby	certify that
who as,	signed the foregoing writing for
Lamas Hamas of Oalifamily 14 O	a corporation/LLC
	me, acknowledged the said writing to be the act and deed of
the said corporation/LLC.	
Given under my hand this	day of
Notary Seal	
	(Notary Public)
My commission expires:	

State of Texas	
County of Harris	
FFD 4 PLANE	
On FEB 1 7 2023	_, before me, a Notary Public in and for said County and State, residing
therein, duly commissioned and sworn, personally appeare	ed
Amanda K. Turman-Anina	TO THE PROPERTY OF THE PARTY OF
known to me to be Attorney-in-Fact of Atlantic Si	Rejusty (Tusurance Company)
the corporation described in and that executed the within a	nd foregoing instrument, and known to me to be the person who executed
the said instrument in behalf of the said corporation, and h	ne duly acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and	d affixed my official seal, the day and year stated in this certificate above.
	∞ 1 1 1
My Commission Expires May 7, 2023	CAMMINA
	Jessica Richmond Notary Public





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Tannis Mattson, Mario Arzamendi, Laura E. Sudduth, Mary Ann Garcia, Amanda R. Turman-Avina, Barbara Norton, Jessica Richmond, Stephanie Gross, Philip N. Bair, Jennie Goonie, Teuta Luri,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY WSU AND THE PROPERTY OF THE PR

Ву

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of February ,2023.

This Power of Attorney expires January 31, 2025 ORPORATE COMPONENT OF THE COMPONENT OF T

Kara Barrow, Secretary



MATERIAL AND LABOR BOND

CITY OF MENIFEE, STATE OF CALIFORNIA (Government Code Section 66499.2)

FOR: Streets and Drainage \$ 4,174,000.00	_
Water System \$	Bond No. 800117986
Sewer System \$	Premium \$ Included in Performance Bond
Surety Atlantic Specialty Insurance Company	Principal: Lennar Homes of California, LLC
Address 605 Highway 169 North, Suite 800	Address: 980 Montecito Drive, Suite 206
City/State Plymouth, NH	City/State: Corona, CA
Zip 55441	Zip: 92879
Phone (852) 852-2431	Phone: (949) 278-6661
<u>California, LLC</u> , (hereinafter designated as "p into, the attached agreement(s) whereby pri designated public improvements relating	enifee, State of California, and Lennar Homes of principal") have entered into, or are about to enter incipal agrees to install and complete the above to Tract 37131, which agreement(s), dated 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 Four Million One Hundred Seventy-Four Thousand One Hundred and No/100 Dollars, (\$4,174,000.00) 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 <u>February 17</u>, <u>2023</u>.

NAME OF PRINCIPAL: <u>Lennar Homes of California, LLC, a California limited liability company</u>

AUTHORIZED SIGNATURE(S):

By:

Name: Two ferry Sm

(IF CORPORATION, AFFIX SEAL

NAME OF SURETY: Atlantic Specialty Insurance Company

AUTHORIZED SIGNATURE:

Its Attorney-in-Fact

Title

Amanda R. Turman-Avina

(IF CORPORATION, AFFIX SEAL)

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

California All-Purpose Certificate of Acknowledgment

CIVIL CODE 1189

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 ()	
on February 20, 2023 before me, Bethouley, Notary Public personally appeared 600 Hay Mith	, ,

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

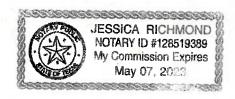
BETH BRULEY
Notary Public - California
Riverside County
Commission # 2409205
My Comm. Expires Jul 24, 2026

(Seal)

Acknowledgment by Principal if Corporation or Limited Liability Company

STATE OF California	•	
COUNTY OF		
l,	, a	Notary Public in and for the
county and state aforesaid, do hereby	certify that _	
who as,		signed the foregoing writing for
Lennar Homes of California, LLC		a corporation/LLC
has this day, in my said county, before	me, acknowle	edged the said writing to be the act and deed of
the said corporation/LLC.		
Given under my hand this	day of	
Notary Seal		<u> </u>
		(Notary Public)
My commission expires:		

State of Texas	_]	
County of Harris		
On FEB 17 2023 therein, duly commissioned and s HMANAA K. Turma		, before me, a Notary Public in and for said County and State, residing red
Munda N. Min	M-AMNA	
known to me to be Attorney-in-F	act of Atlantic	Specially (Tusurance Company
the corporation described in and the	hat executed the within	and foregoing instrument, and known to me to be the person who executed
the said instrument in behalf of the	ne said corporation, and	he duly acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have	e hereunto set my hand a	nd affixed my official seal, the day and year stated in this certificate above.
	, mario de la mario de	and arrived my official seal, the day and year stated in this confinence above.
My Commission Expires	May 7, 2023	Openhand
		Jessica Richmond Notary Public





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Tannis Mattson, Mario Arzamendi, Laura E. Sudduth, Mary Ann Garcia, Amanda R. Turman-Avina, Barbara Norton, Jessica Richmond, Stephanie Gross, Philip N. Bair, Jennie Goonie, Teuta Luri,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY Ву

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT NOTARY PUBLIC - MINNESOTA My Commission Expires January 31, 2025

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 1707 day of February ,2023.

This Power of Attorney expires January 31, 2025

 $\mathcal{P}_{D_{D_{D_{1}}}}^{(e)}(0) = \{(0,0)^{1/2}\}^{1/2}$

SEAL ON YORK WANTED

Kara Barrow, Secretary



FAITHFUL PERFORMANCE BOND

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

FUK:	Streets	\$ <u>3,153,500.00</u>	
	Riv. Co. Flood Control	\$	Other Proj. Ref. <u>IP22-0388</u> (ONSITE)
	Water System	\$	Bond No. 6131049921
	Rec. Water	\$	Premium \$7,884.00 / annum
	Sewer System	\$	
	Total	\$ 3,153,500.00	
Surety	United States Fire Insura	nce Company	Principal Lennar Homes of California, LLC
Addre	ss 305 Madison Avenue		Address 980 Montecito Drive, Suite 302
City/S	tate Morristown, NJ		City/State Corona, CA
Zip co	de 07960		Zip 92879
Phone	(973) 490-6461		Phone (951) 736-5523
Califo into, t	rnia, LLC (hereinafter on the attached agreement mated public improven	designated as "pr (s) whereby prin nents relating t	nifee, State of California, and Lennar Homes of rincipal") have entered into, or are about to enter cipal agrees to install and complete the above o Tract 37131, which agreement(s), dated and made a part hereof; and,
WHEF	REAS, said principal is i	equired under th	e terms of said agreement(s) to furnish bond(s)

for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and United States Fire Insurance Company, as surety, are held and firmly bound unto the City of Menifee in the penal sum of Three Million One Hundred Fifty-Three Thousand Five Hundred and No/100 Dollars (\$ 3,153,500.00) 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 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 above named, on October 26	instrument has been duly execut , 202	· · · · · · · · · · · · · · · · · · ·
NAME OF PRINCIPAL: Lenna	r Homes of California, LLC, a Californ	nia limited liability company
AUTHORIZED SIGNATURE(S)	ž:	
Ву:	Name: Title:	_
₽ē.	(IF CORPORATION	ON, AFFIX SEAL)
NAME OF SURETY:	United States Fire Insurance Compa	iny (ing
AUTHORIZED SIGNATURE:	Its Attorney-in-Fact	- luira Title

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

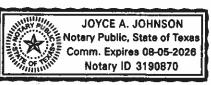
(IF CORPORATION, AFFIX SEAL)

Amanda R. Turman-Avina

Acknowledgment by Principal if Corporation or Limited Liability Company

STATE OF California	
COUNTY OF	
l,	a Notary Public in and for the
county and state aforesaid, do hereby ce	rtify that
who as,	signed the foregoing writing for
	a corporation/LLC
has this day, in my said county, before m	e, acknowledged the said writing to be the act and deed of
the said corporation/LLC.	
Given under my hand this	day of
Notary Seal	
	(Notary Public)
My commission expires:	

State of Texas County of Harris	} ss:		
	ober 26, 2022 I and sworn, personally appeared	_, before me, a Notary Public in and for said County and State, rd	esiding
known to me to be Attorne		United States Fire Insurance Company	·
		d foregoing instrument, and known to me to be the person who e e duly acknowledged to me that such corporation executed the	
IN WITNESS WHEREOF,	I have hereunto set my hand and	affixed my official seal, the day and year stated in this certificate	above.
My Commission Expires	August 5, 2026	Joyce Albohnson Notary	Public



POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

84938

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Misty M. Witt, Sandra Parker, Tannis N. Mattson, Laura E. Sudduth, Mary Ann Garcia, Chelsea Nielson, Amanda R. Turman-Aviña

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Fifty Million Dollars (\$50,000,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 60126833 My Commission Explice 4772025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day of October 2022

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



MATERIAL AND LABOR BOND

CITY OF MENIFEE, STATE OF CALIFORNIA (Government Code Section 66499.2)

FOR: Streets	\$ <u>1,576,750.00</u>	Tract/Parcel Map <u>37131</u>
Water System	\$	Bond No. 6131049921
Sewer System	\$	Premium \$Included in Performance Bond
Surety United States Fire	e Insurance Company	Principal Lennar Homes of California, LLC
Address 305 Madison Av	/enue	Address 980 Montecito Drive, Suite 302
City/State Morristown, N.	J	City/State Corona, CA
Zip <u>07960</u>		Zip 92879
Phone (973) 490-6461		Phone (951) 736-5523

WHEREAS, the City Council of the City of Menifee, State of California, and <u>Lennar Homes of California, LLC</u>, (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 <u>Tract 37131</u>, which agreement(s), dated **insert date(s)**, 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 One Million Five Hundred Seventy-Six Thousand Seven Hundred Fifty and No/100 Dollars, (\$1,576,750.00)

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.

IN WITNESS WHEREOF above named, on October		estrument has been duly executed by th <u>2022</u>	e principal and surety
NAME OF PRINCIPAL:	Lennar	Homes of California, LLC, a California limite	d liability company
AUTHORIZED SIGNATU	RE(S):		
	By:		
	Dy.	Name:	
		(IF CORPORATION, AFI	EIX SEAL)
NAME OF SURETY: Unit	ed State	•	
AUTHORIZED SIGNATU		amendal Curman-Awina	
		Its Attorney-in-Fact Amanda R. Turman-Avina	Title 7/7/3 (FILM)

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

(IF CORPORATION, AFFIX SEAL)

Acknowledgment by Principal if Corporation or Limited Liability Company

STATE OF California	
COUNTY OF	
l,	, a Notary Public in and for the
county and state aforesaid, do hereby o	certify that
who as,	signed the foregoing writing for
Lennar Homes of California, LLC	a corporation/LLC
has this day, in my said county, before i	me, acknowledged the said writing to be the act and deed or
the said corporation/LLC.	
Given under my hand this	_day of
Notary Seal	
	(Notary Public)
My commission expires:	

State of Texas County of Harris	ss:		
	ber 26, 2022 and sworn, personally appeare	, before me, a Notary Public in and for said County and State, resided	ing
known to me to be Attorney		United States Fire Insurance Company and foregoing instrument, and known to me to be the person who execu	ıted
the said instrument in behalf	f of the said corporation, and h	ne duly acknowledged to me that such corporation executed the sam	e.
IN WITNESS WHEREOF,	I have hereunto set my hand and	d affixed my official seal, the day and year stated in this certificate above	ve.
My Commission Expires	August 5, 2026	Jaguel John	
	- 1/2 - 2 - 2	Joyce A. Johnson Notary Pul	olic

JOYCE A. JOHNSON
Notary Public, State of Texas
Comm. Expires 08-05-2026
Notary ID 3190870

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

84938

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Misty M. Witt, Sandra Parker, Tannis N. Mattson, Laura E. Sudduth, Mary Ann Garcia, Chelsea Nielson, Amanda R. Turman-Aviña

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Fifty Million Dollars (\$50,000,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey}
County of Morris }

Matthew E. Lubin, President

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIÓ NOTARY PUBLIC OF NEW JERSEY Commission # 80125833 My Commission Expires 4772025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day of October 2022

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

DUPLICATE ORIGINAL



FAITHFUL PERFORMANCE BOND

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

FOR: Drainage	\$ 1,032,00	0.00 Tract Map 37131
Riv. Co.	Flood Control \$	Other Proj. Ref. [P22-054SD (ONSITE
Water Sy	vstem \$	Bond No. 0808972
Rec. Wa	ter \$	Premium \$2,322.00 / annum
Sewer S	ystem \$	
Total	\$1,032,000	0.00
Surety Harco N	lational Insurance Comp	pany Principal Lennar Homes of California, LLC
Address One N	ewark Center, 20th Floo	Address 980 Montecito Drive, Suite 206
City/State News	ark, NJ	City/State Corona, CA
Zip code 07102		Zip 92879
Phone (877) 21	7-2056	Phone (951) 264-0884

WHEREAS, the City Council of the City of Menifee, State of California, and Lennar Homes of California, 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 37131, which agreement(s), dated August 4, 2022, 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 <u>Harco National Insurance Company</u>, as surety, are held and firmly bound unto the City of Menifee in the penal sum of <u>One Million Thirty-Two Thousand and No/100</u> Dollars, (\$1,032,000.00) 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 <u>August 29</u>, <u>2022</u>.

NAME OF PRINCIPAL: Lennar Homes of California, LLC, a California limited liability company

AUTHORIZED SIGNATURE(S):

By:

Name: Geoffrag L. Smith

· Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY:

Harco National Insurance Company

AUTHORIZED SIGNATURE:

Mechelle Larkin

Its Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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 <u>Orange</u>		
OnAUG 2 9 2022	-	Kathy R. Mair, Notary Public ,
satisfactory evidence to be the	e person(s) wh	who proved to me on the basis of ose name(s) is/are subscribed to the
in his/her/their authorized cap	pacity(ies), and or the entity	that he/she/they executed the same that by his/her/their signature(s) on upon behalf of which the person(s)
I certify under PENALTY OF PER the foregoing paragraph is true		ne laws of the State of California that
WITNESS my hand and official s	seal.	
KATHY R. MAIR Notary Public - California Orange County Commission # 2355508 My Comm. Expires May 22, 2025	Signature	Kathy R. Mair, Notary Public

(seal)

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and

MY HUA, KATHY R. MAIR, MECHELLE LARKIN

Irvine, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2019

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

, before me came the individual who executed the preceding instrument, to me personally known, and, On this 31st day of December, 2019 being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

> Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. August 29, 2022

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 RIVERSIDE

On February 23, 2023 before me, <u>Erica Bria Blatherwick</u>, <u>Notary Public</u>, personally appeared <u>Geoffrey Smith</u> 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.

(Seal)

ERICA BRIA BLATHERWICK
Notary Public - California
Riverside County
Commission # 2312131
My Comm. Expires Nov 9, 2023

Signature: Cun Un Globbud

Erica Bria Blatherwick, Notary Public

DUPLICATE ORIGINAL



MATERIAL AND LABOR BOND

CITY OF MENIFEE, STATE OF CALIFORNIA (Government Code Section 66499.2)

FOR:	Drainage	\$ <u>516,000.00</u>	Tract/Parcel Map 37131
	Water System	\$	Bond No. 0808972
	Rec. Water	\$	
	Sewer System	\$	Premium Included in Performance Bond
Surety	Harco Nationa	I Insurance Company	Principal Lennar Homes of California, LLC
Addre	ss One Newark	Center, 20th Floor	Address 980 Montecito Drive, Suite 206
City/St	tate Newark, NJ		City/State Corona, CA
Zip 07	102		Zip 92879
Phone	(877) 217-2056		Phone (951) 264-0884

WHEREAS, the City Council of the City of Menifee, State of California, and <u>Lennar Homes of California</u>, <u>LLC</u>, (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 <u>Tract 37131</u>, which agreement(s), dated **August 4**th, **2022**, 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 Five Hundred Sixteen Thousand and No/100 Dollars, (\$516,000.00) 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 <u>August 29</u>, 2022

NAME OF PRINCIPAL: Lennar Homes of California, LLC, a California limited liability company

AUTHORIZED SIGNATURE(S):

By:

Name: Geofficer L. Sm Title: Via Oscilla

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Harco National Insurance Company

AUTHORIZED SIGNATURE:

Mechelle Larkin

Its Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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 <u>Orange</u>		
satisfactory evidence to within instrument and a in his/her/their authorize	Mechelle Larkin be the person(s) who cknowledged to me ed capacity(ies), and con(s), or the entity	Kathy R. Mair, Notary Public , who proved to me on the basis of ose name(s) is/are subscribed to the that he/she/they executed the same that by his/her/their signature(s) on upon behalf of which the person(s)
I certify under PENALTY of the foregoing paragraph		e laws of the State of California that
WITNESS my hand and of	fficial seal.	
KATHY R. MAIR Notary Public - California Orange County Commission # 2355508 My Comm. Expires May 22, 2025	Signature	Kathy R. Mair, Notary Public

(seal)

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MY HUA, KATHY R. MAIR, MECHELLE LARKIN

Irvine, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2019

SEAL 1904 - INTO

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman
Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

On this 31st day of December, 2019 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 29, 2023

Gene Hartin

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 RIVERSIDE

On February 23, 2023 before me, <u>Erica Bria Blatherwick</u>, <u>Notary Public</u>, personally appeared <u>Geoffrey Smith</u> 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.

ERICA BRIA BLATHERWICK
Notary Public - California
Riverside County
Commission # 2312131
My Comm. Expires Nov 9, 2023

Signature:

Erica Bria Blatherwick, Notary Public

(Seal)



FAITHFUL PERFORMANCE BOND

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

FOR:	Streets and Drainage	\$		Tract Map	37131
	Riv. Co. Flood Control	\$		Other Pro	Ref.IP22-017 ONSITE S,W,RW
	Water System	\$ 738,500.00		Bond No.	0808959
	Rec. Water	\$ 380,500.00		Premium	\$6,536.00 / annum
	Sewer System	\$ 1,786,000.00			
	Total	\$ 2,905,000.00			
Surety	Harco National Insurance	Company	Principal	Lennar Homes	of California, LLC
Addre	SS One Newark Center, 20	th Floor	Address	980 Montecito D	Prive, Suite 206
City/S	tate <u>Newark,</u> NJ		City/State	Corona, CA	
Zip co	de <u>07102</u>		Zip 928	79	
Dhone	(877) 217-2056		Dhono	(DE4) 402 274E	

WHEREAS, the City Council of the City of Menifee, State of California, and Lennar Homes of California, 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 37131, which agreement(s), dated August 4, 2022, 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 Harco National Insurance Company, as surety, are held and firmly bound unto the City of Menifee in the penal sum of Two Million Nine Hundred Five Thousand and No/100 Dollars (\$2,905,000.00) 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 August 10, 2022
NAME OF PRINCIPAL: Lennar Homes of California, LLC, a California limited liability company
AUTHORIZED SIGNATURE(S):

Name: Geoffrey Smith Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY:

Harco National Insurance Company

AUTHORIZED SIGNATURE:

Its Attorney-in-Fact Title

Amanda R. Turman-Avina

(IF CORPORATION, AFFIX SEAL)

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

Acknowledgment by Principal if Corporation or Limited Liability Company

STATE OF California
COUNTY OF RIVERSIDE
I, Kim Strutton, a Notary Public in and for the county and state aforesaid, do hereby certify that Geoffrey Smith who as, Vice President signed the foregoing writing for Lennar Homes of California, LLC a corporation/LLC
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of
the said corporation/LLC.
Given under my hand this day of Ausus
Notary Seal
My commission expires: 5 - 24 - 202 6 (Notary Public) KIM STRUTTON Notary Public - California Riverside County Commission # 2405490 My Comm. Expires May 24, 2026

State ofTexas		
County of Harris	} ss:	
On A	ugust 10, 2022	, before me, a Notary Public in and for said County and State, residing
therein, duly commissione	ed and sworn, personally appeared	[
r)	Amano	da R. Turman-Avina
known to me to be Attorne		Harco National Insurance Company
the corporation described in	n and that executed the within and	foregoing instrument, and known to me to be the person who executed
the said instrument in beha	alf of the said corporation, and he	duly acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF	, I have hereunto set my hand and	affixed my official seal, the day and year stated in this certificate above.
My Commission Expires	January 21, 2026	James & Durchart
500		Laura E Sudduth Notary Public
140		PARAMANA
		Laura E Sudduth
		My Commission Expires 1/21/2026
		128286996

Bond

0808959

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SANDRA PARKER, MARIO ARZAMENDI, LAURA E. SUDDUTH, TANNIS MATTSON, MARY A. GARCIA, MISTY WITT, AMANDA R. TURMAN-AVINA, BARBARA NORTON

Houston, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

On this 31st day of December, 2021 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 10, 2022

Cxew Parta

☐ Guardian or Conservator

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 before me, Kim Strutton, Notary Public

Here Insert Name and Title of the Officer

Smith 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 KIM STRUTTON lotary Public - California paragraph is true and correct. Riverside County Commission # 2405490 WITNESS my hand and official seal. Comm. Expires May 24, 2026 Place Notary Seal and/or Stamp Above Sianature of Notary Public — OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____ _____Number of Pages: ___ Document Date: ____ Signer(s) Other Than Named Above: __ Capacity(ies) Claimed by Signer(s) Signer's Name: ___ Signer's Name: __ □ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): ___ □ Partner – □ Limited □ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact □ Individual □ Individual □ Attorney in Fact

□ Guardian or Conservator □ Trustee

□ Other: □

Signer is Representing: ____

Signer is Representing: _____

□ Trustee

□ Other: --



MATERIAL AND LABOR BOND

CITY OF MENIFEE, STATE OF CALIFORNIA (Government Code Section 66499.2)

FOR: Streets and Drainage \$	Tract/Parcel Map <u>37131</u>
Water System \$ 369,250.00	Bond No. 0808959
Rec. Water \$ 190,250.00	
Sewer System \$_893,000.00	Premium Included in Performance Bond
Surety Harco National Insurance Company	Principal Lennar Homes of California, LLC
Address One Newark Center, 20th Floor	Address 980 Montecito Drive, Suite 206
City/State Newark, NJ	City/State Corona, CA
Zip <u>07102</u>	Zip 92879
Phone (877) 217-2056	Phone (951) 403-3715

WHEREAS, the City Council of the City of Menifee, State of California, and Lennar Homes of California, 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 <u>Tract 37131</u>, which agreement(s), dated **August 4**th, 2022, 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 One Million Four Hundred Fifty-Two Thousand Five Hundred and No/100 Dollars (\$1,452,500.00) 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 August 10, 2022

NAME OF PRINCIPAL: <u>Lennar Homes of California, LLC, a California limited liability company</u>

AUTHORIZED SIGNATURE(S):

By:

Name: Geoffrey Smith
Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Harco National Insurance Company

AUTHORIZED SIGNATURE:

Its Attorney-in-Fact
Amanda R. Turman-Avina

Title

(IF CORPORATION, AFFIX SEAL)

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

Acknowledgment by Principal if Corporation or Limited Liability Company

STATE OF California	
COUNTY OF Riversido	
I, Kim Strutters a Notary Public	in and for the
county and state aforesaid, do hereby certify that 600 fc	reu Smith
who as, Vice President signed t	he foregoing writing for
Lennar Homes of California, LLC	a corporation/LLC
has this day, in my said county, before me, acknowledged the said	writing to be the act and deed of
the said corporation/LLC.	
Given under my hand this day ofAugust	, 2022
Notary Seal	
My commission expires: 5-24-2026	KIM STRUTTON Notary Public - California Riverside County Commission # 2405490 My Comm. Expires May 24, 2026

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 before me, _ 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. KIM STRUTTON lotary Public - California WITNESS my hand and official seal. Riverside County Commission # 2405490 Comm. Expires May 24, 2026 Signature Place Notary Seal and/or Stamp Above Signature of Notary Public OPTIONAL = Completing this information can deter alteration of the document or

fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: _____ _____Number of Pages: _____ Document Date: _____ Signer(s) Other Than Named Above: __ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: __ ☐ Corporate Officer – Title(s): _____ □ Corporate Officer – Title(s): ___ □ Partner – □ Limited □ General □ Partner – □ Limited □ General □ Individual Attorney in Fact □ Individual □ Attorney in Fact □ Guardian or Conservator □ Trustee □ Guardian or Conservator □ Trustee □ Other: □ Other: _ Signer is Representing: ___ Signer is Representing: ___

State of Fexas		
On August 10, 2022 therein, duly commissioned and sworn, personally appeared	, before me, a Notary Public in and for said County and State, residing	
Amanda R, Turman-Avina		
known to me to be Attorney-in-Fact of Harco National Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.		
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.		
My Commission Expires January 21, 2026	Laura E Sudduth Notary Public	



0808959

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SANDRA PARKER, MARIO ARZAMENDI, LAURA E. SUDDUTH, TANNIS MATTSON, MARY A. GARCIA, MISTY WITT, AMANDA R. TURMAN-AVINA, BARBARA NORTON

Houston, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021

SEAL 1904

STATE OF NEW JERSEY County of Essex STATE OF ILLINOIS
County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

On this 31st day of December, 2021 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey Wy Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. August 10, 2022

(seve) butue