

**City Council Chambers
29844 Haun Road
Menifee, CA 92586**

**Bill Zimmerman, Mayor
Bob Karwin, District 1
Ricky Estrada, District 2
Lesa Sobek, District 3
Dean Deines, District 4**



AGENDA

Menifee City Council Regular Meeting Agenda

**Wednesday, March 20, 2024
5:00 PM Closed Session
6:00 PM Regular Meeting**

**Armando G. Villa, City Manager
Jeffrey T. Melching, City Attorney
Stephanie Roseen, Acting City Clerk**

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- 10.13 Agreement and Bonds for Park and Associated Landscape Improvements for Tract Map 36658-4, Cimarron Ridge - Planning Area 4B, by Pulte Home Company, LLC

RECOMMENDED ACTION

1. Approve and authorize the City Manager to execute a Landscape Improvement Agreement and bonds to guarantee the completion of required public park and associated landscape improvements for Tract Map 36658-4, Cimarron Ridge Planning Area 4B, by Pulte Home Company, LLC, located north of Rouse Road between Goetz Road and Valley Boulevard.



CITY OF MENIFEE

SUBJECT: Agreement and Bonds for Park and Associated Landscape Improvements for Tract Map 36658-4, Cimarron Ridge - Planning Area 4B, by Pulte Home Company, LLC

MEETING DATE: March 20, 2024

TO: Mayor and City Council

PREPARED BY: Haile Ford, Senior Engineer

REVIEWED BY: Nick Fidler, Public Works Director

APPROVED BY: Armando G. Villa, City Manager

RECOMMENDED ACTION

1. Approve and authorize the City Manager to execute a Landscape Improvement Agreement and bonds to guarantee the completion of required public park and associated landscape improvements for Tract Map 36658-4, Cimarron Ridge Planning Area 4B, by Pulte Home Company, LLC, located north of Rouse Road between Goetz Road and Valley Boulevard.

DISCUSSION

Tentative Tract Map 36658 (TTM 36658), approved by the City Council on October 21, 2015, is a subdivision of 240.3 gross acres into 756 single-family residential lots and 111 lots for park, landscape, monument signs, drainage, and storm drain purposes. TTM 36658 includes Planning Areas (PA) 1 through 7. Each planning area corresponds to a separate tract map. PA 4, also known as Tract Map 36658-4, is a 36.4-acre tract that includes a 25.5-acre / 81-lot single-family residential area (PA 4A), and a 10.9-acre public park (PA 4B) ("Project"). The Project is located north of Rouse Road between Goetz Road and Valley Boulevard.

Pulte Home Company, LLC, a California limited liability company ("Developer"), is now requesting the approval of a Landscape Improvement Agreement (LIA) and bonds as required by the Project's conditions of approval. The LIA requires that improvement bonds are posted to guarantee the completion of the required improvements within 24 months (or 730 days) from the City Council approval date of the LIA.

Staff has reviewed the Developer's request and determined that the LIA meets the requirements of the Project's conditions. A summary of the bond being posted to guarantee the required improvements is shown in Table 1 on the following page.

Table 1 – Tract Map 36658-4, PA 4B Public Park and Associated Landscape Improvements

Improvement	Security	Faithful Performance	Material & Labor
Landscape	59BSBJD9647	\$ 4,445,720	\$ 2,222,860
Total		\$ 4,445,720	\$ 2,222,860

STRATEGIC PLAN OBJECTIVE

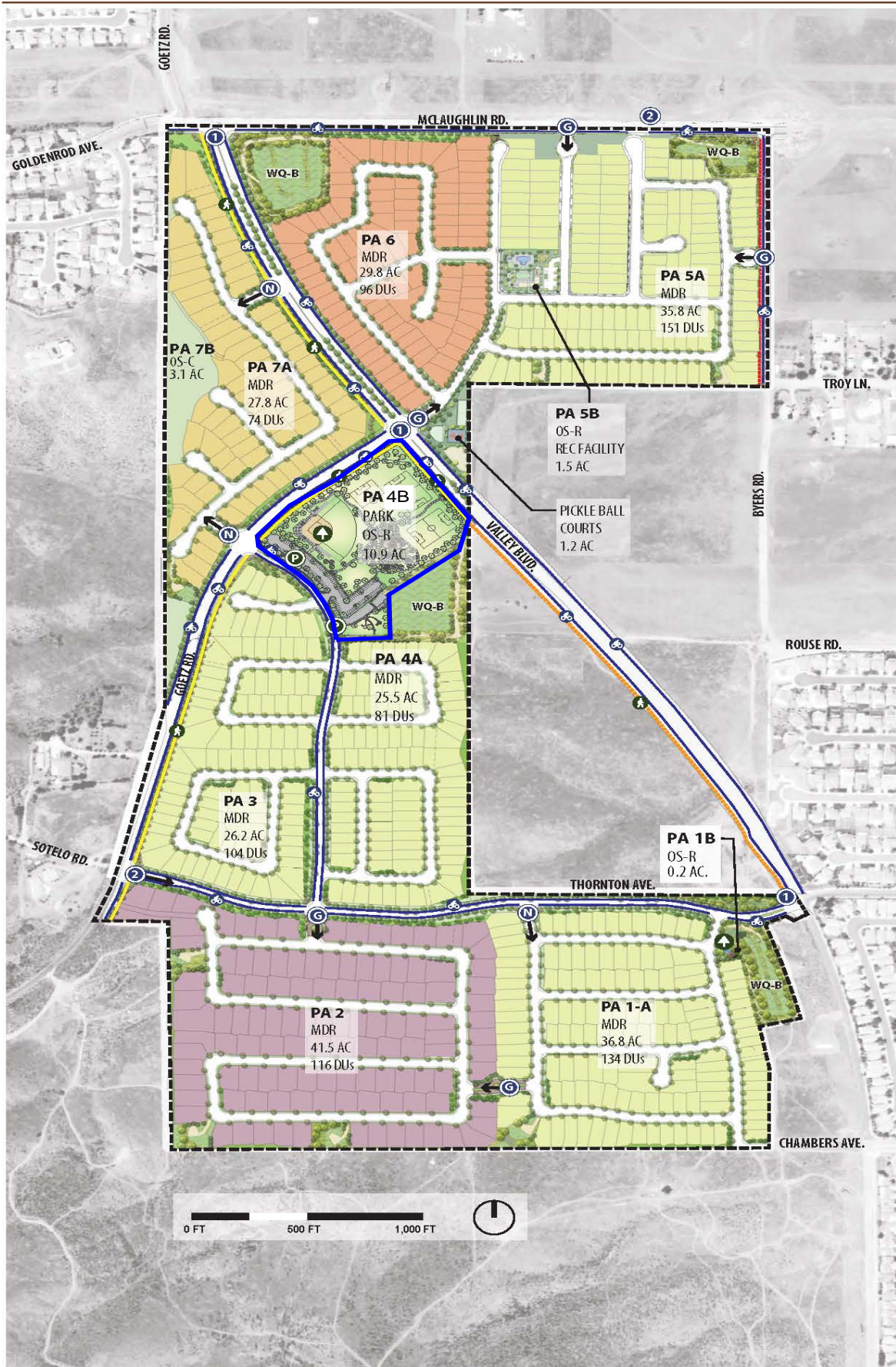
Safe and Vibrant Community

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

ATTACHMENTS

1. Project Map
2. Agreement
3. Bonds



LEGEND

-  PROJECT BOUNDARY
-  COMMUNITY TRAIL
-  TEMPORARY TRAIL
-  CLASS II BIKE LANE
-  ENHANCED SIDEWALK
-  PRIMARY ENTRY
-  SECONDARY ENTRY
-  NEIGHBORHOOD ENTRY
-  GATED ENTRY
-  PARK ENTRY
-  PARK

MIN. LOT SIZE/DISTRICT

-  5,000 SF GRASSLAND DISTRICT
-  5,500 SF INLAND DISTRICT
-  6,500 SF SOUTHLAND DISTRICT
-  10,000 SF WOODLAND DISTRICT

NOTE: WATER QUALITY BASINS ARE INCLUDED WITHIN THE TOTAL ACREAGE FOR THE MEDIUM DENSITY RESIDENTIAL LANDUSE CATEGORY



Project Map

**AGREEMENT
FOR THE CONSTRUCTION OF LANDSCAPE IMPROVEMENTS
PARK in PLANNING AREA 4 of TRACT MAP 36658 (TM36658-4)**

This Agreement for Construction of Landscape Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called "City," and **Pulte Home Company, LLC**, hereinafter called "Developer."

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as **the park in Planning Area 4 of TM36658-4 ("Final Map")**, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **Seven Hundred and Thirty Days** from the date this Agreement is executed, in a good and workmanlike manner, all landscape improvements in accordance with those plans for said land division which have been approved by the City Engineer, a copy of which are on file in the office of the City of Menifee Engineering Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Land Use Ordinance No. 348, City of Menifee Ordinance No. 2018-251 and Menifee Municipal Code Ordinance No. 2009-61 establishing Chapter 15.04 of the Menifee Municipal Code establishing Landscape Water Use Efficiency Requirements and Repealing Riverside County Ordinance No. 859, and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. At its sole discretion, City may extend the period of time for completion of the work by providing written notice to Developer of said extension. To be effective such notice must be provided by the City Engineer. Such notice may be provided as specified in Section Nineteenth or via electronic mail to Developer at **patric.lynam@pultegroup.com**. All the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approved and accepted in writing as complete by the City Engineer. Developer further agrees to maintain the above required improvements for a period of one (1) year following acceptance by the City, and during this one (1) year period to repair or replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Four Million Four Hundred and Forty-Five Thousand Seven Hundred Twenty and no/100, Dollars \$4,445,720.00**, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

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

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

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

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

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

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

addition to all other rights and remedies available to City under this Agreement or the law. The failure of the Developer to commence or complete construction shall not relieve the Developer or surety from completion of the improvements required by this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

City

City of Menifee
Attn: City Engineer
29844 Haun Road
Menifee, CA 92586

Developer

Pulte Home Company, LLC
27401 Los Altos, Suite 400
Mission Viejo, CA 92691
Attn: Patric Lynam

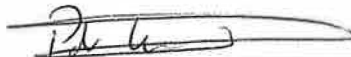
TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar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

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

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

Dated: February 8, 2024

By: Pulte Home Company, LLC



Patric Lynam, Division Director of Land Planning and Entitlement

Dated: _____, 2024

CITY OF MENIFEE

By: _____
Alberto Paiva, Deputy Public Works Director /
City Engineer

CITY OF MENIFEE

By _____
Armando G. Villa, City Manager

ATTEST:

APPROVED AS TO FORM:

By _____
Sarah Manwaring, City Clerk

By: _____
Jeffrey T. Melching, City Attorney

SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY

CALIFORNIA 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 OrangeOn February 8, 2024 before me, Taylor Colleen Block, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Patric Lynam
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Taylor Colleen Block
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 DocumentTitle or Type of Document: Agreement for the Construction of Landscape ImprovementsDocument Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____



**FAITHFUL PERFORMANCE BOND
FOR GRADING PROJECTS AND / OR EROSION CONTROL
OR LANDSCAPE IMPROVEMENTS**

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

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

Surety Hartford Fire Insurance Company
Address One Hartford Plaza
City/State Hartford, CT
Zip code 06155
Phone 888-266-3488

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

WHEREAS, the City Council of the City of Menifee, State of California, and **Pulte Home Company, LLC** (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **the park in Planning Area 4 (Tract Map 36658-4)**, which agreement(s), dated _____, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and Hartford Fire Insurance Company, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Four Million Four Hundred and Forty Five Thousand Seven Hundred Twenty and no/100, Dollars, (\$4,445,720.00)** lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement(s) and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Menifee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Menifee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.



**FAITHFUL PERFORMANCE BOND
FOR GRADING PROJECTS AND / OR EROSION CONTROL
OR LANDSCAPE IMPROVEMENTS**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement(s) or to the work or to the specifications.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on February 5th, 2024.

NAME OF PRINCIPAL: Pulte Home Company, LLC

AUTHORIZED SIGNATURE(S):

SEE ATTACHED

By: _____

Name: Gregory S. Rives

Title: Assistant Treasurer

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Hartford Fire Insurance Company

AUTHORIZED SIGNATURE: _____

Its Attorney-in-Fact

Jeremy Polk

Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

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

executed this 5th day of February, 2024.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

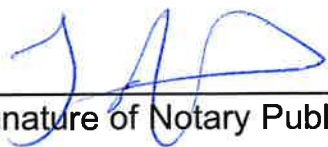
STATE OF GEORGIA)

) ss.

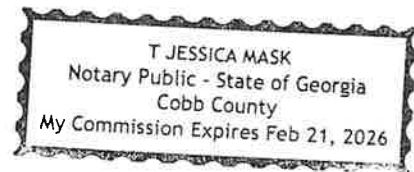
COUNTY OF COBB)

This record was acknowledged before me on February 5, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

ACKNOWLEDGEMENT

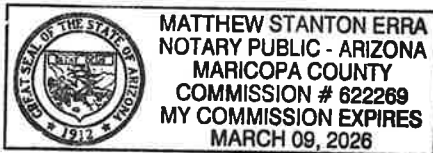
State of Arizona

County of Maricopa

On 2/5/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)





Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC

Agency Code: 59-300168

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

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

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

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



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

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

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



**MATERIAL AND LABOR B O N D
FOR GRADING PROJECTS AND / OR EROSION CONTROL
OR LANDSCAPE IMPROVEMENTS**

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

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

Surety Hartford Fire Insurance Company
Address One Hartford Plaza
City/State Hartford, CT
Zip code 06155
Phone 888-266-3488

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

WHEREAS, the City Council of the City of Menifee, State of California, and **Pulte Home Company, LLC** (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **the park in Planning Area 4 (Tract Map 36658-4)**, which agreement(s), dated _____, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and Hartford Fire Insurance Company, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Two Million Two Hundred and Twenty Two Thousand Eight Hundred Sixty and no/100, Dollars, (\$2,222,860.00)** lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement(s) and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Menifee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Menifee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.



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The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement(s) or to the work or to the specifications.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on February 5th, 2024.

NAME OF PRINCIPAL: Pulte Home Company, LLC

AUTHORIZED SIGNATURE(S):

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

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Hartford Fire Insurance Company

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

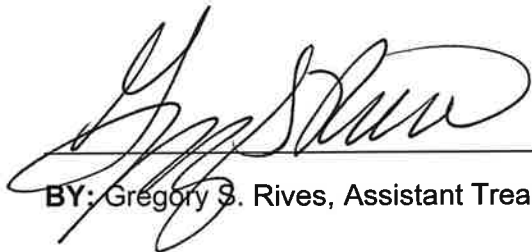
(IF CORPORATION, AFFIX SEAL)

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

executed this 5th day of February, 2024.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

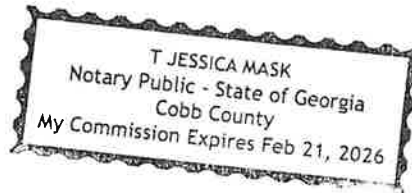
STATE OF GEORGIA)

) ss.

COUNTY OF COBB)

This record was acknowledged before me on February 5, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.





Signature of Notary Public

T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

ACKNOWLEDGEMENT

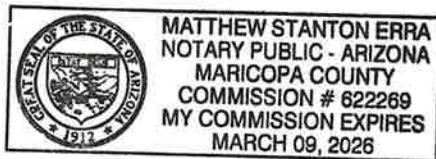
State of Arizona

County of Maricopa

On 2/5/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)





Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2026

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC

Agency Code: 59-300168

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

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

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

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

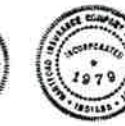


Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

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

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President