

**SUBDIVISION IMPROVEMENT AGREEMENT** Bond No. 0259685

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. TR38434 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 20\_\_, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Berkley Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of THREE MILLION THREE HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$ 3,379,278.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if 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, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and

specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.


IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of April, 2024.

(Corporate Seal)

Pulte Home Company, LLC  
Principal  
By SEE ATTACHED

Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Berkley Insurance Company  
Surety  
By   
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jeremy Polk, Attorney-in-Fact

The rate of premium on this bond is \$3.75 per thousand. The total amount of premium charges is \$ 12,672.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Berkley Insurance Company  
475 Steamboat Rd  
Greenwich, CT 06830

(Name and Address of Agent or Representative for service of process in California, if different from above)

Denise Eby  
4 Hutton Centre Dr, Suite 640  
Santa Ana, CA 92707

(Telephone number of Surety and Agent or Representative for service of process in California)

657-356-2894

executed this 25<sup>th</sup> day of April, 2024.

Pulte Home Company, LLC

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PRINCIPAL

A handwritten signature in black ink, appearing to read "Gregory S. Rives", is written over a horizontal line.

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

**ACKNOWLEDGEMENT BY PRINCIPAL**

**STATE OF GEORGIA)**

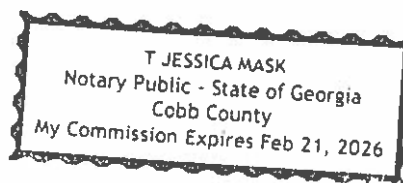
**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on April 25, 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**

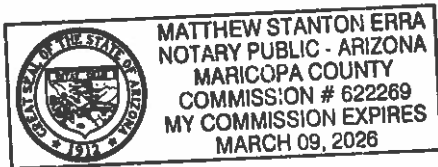
**ACKNOWLEDGEMENT**

**State of Arizona**

**County of Maricopa**

On 4/25/2024 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



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

Notary Signature

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



**SUBDIVISION IMPROVEMENT AGREEMENT**

Bond No. 0259685

**PAYMENT (LABOR AND MATERIALS) BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. TR38434 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 20\_\_, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement before entering upon the performance of the work to provide a good and sufficient payment bond to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code.

NOW, THEREFORE, Principal and Berkley Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Improvement Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code in the sum of THREE MILLION THREE HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$ 3,379,278.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth.

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

It is hereby expressly stipulated and agreed 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.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for labor performed and materials provided in connection with the performance of the Improvement Agreement and construction of the Public Improvements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of April, 2024.

(Corporate Seal)

Pulte Home Company, LLC  
Principal

By SEE ATTACHED

Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Berkley Insurance Company  
Surety

By   
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jeremy Polk, Attorney-in-Fact

The rate of premium on this bond is N/A per thousand. The total amount of premium charges is \$ Included w/ performance bond.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Berkley Insurance Company  
475 Steamboat Rd  
Greenwich, CT 06830

(Name and Address of Agent or Representative for service of process in California, if different from above)

Denise Eby  
4 Hutton Centre Dr, Suite 640  
Santa Ana, CA 92707

(Telephone number of Surety and Agent or Representative for service of process in California)

657-356-2894

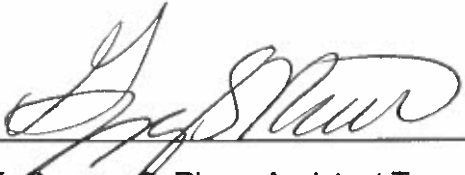


executed this 25<sup>th</sup> day of April, 2024.

Pulte Home Company, LLC

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PRINCIPAL



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BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

**ACKNOWLEDGEMENT BY PRINCIPAL**


**STATE OF GEORGIA)**

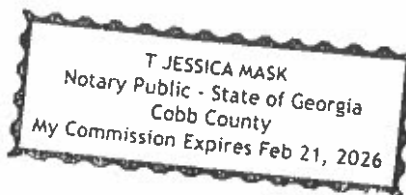
**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on April 25, 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**

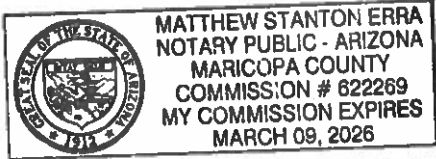
**ACKNOWLEDGEMENT**

**State of Arizona**

**County of Maricopa**

On 4/25/2024 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



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

*Notary Signature*

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



**ENGINEER'S OPINION OF PROBABLE COSTS FOR  
DEL WEBB EXPLORE AT PALM DESERT STREET AND STORM DRAIN  
IMPROVEMENTS**

Prepared for:  
Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo CA 92691

**Tract Map No. 38434-1**

Project Location:  
North of Frank Sinatra Drive  
in the City of Palm Desert

April 11, 2023

MSA JOB #2636



**MSA CONSULTING, INC.**

Civil Engineering • Land Surveying • Landscape Architecture  
Planning • Environmental Services • Dry Utility Coordination • GIS

34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Street</b>				
Install 3" A.C. Pavement Over 6" Class II Aggregate Base	SF	382,333	\$4.00	\$1,529,332.00
Install Decorative Pavement, Color and Type Per Landscape Architect's Plans. See Detail on Sheet 16	SF	5,585	\$15.00	\$83,775.00
Construct 6" Curb and Gutter Type I Per City of Palm Desert Standard Plan No. 102	LF	4,455	\$18.00	\$80,190.00
Construct 6" Curb Type II Per City of Palm Desert Standard Plan No. 103	LF	2,490	\$15.00	\$37,350.00
Construct 6" Wedge Curb. See Detail A on Sheet 16	LF	9,840	\$18.00	\$177,120.00
Construct 6" Mountable Curb. See Detail B on Sheet 16	LF	460	\$15.00	\$6,900.00
Construct Curb Transition (Wedge Curb to Curb and Gutter) Per Detail on Sheet 16	EA	49	\$125.00	\$6,125.00
Construct Cross Gutter Type II Per City of Palm Desert Standard Plan No. 108 with Modified Slope as Shown in Detail on Sheet No. 16	SF	6,680	\$10.00	\$66,800.00
Construct Sidewalk Per City of Palm Desert Standard Plan No. 104	SF	88,920	\$5.00	\$444,600.00
Construct Curb Ramp Case A Per County of Riverside Std. No. 403	EA	22	\$2,500.00	\$55,000.00
Construct Curb Ramp Case C Per County of Riverside Std. No. 403	EA	4	\$2,500.00	\$10,000.00
Construct Curb Ramp Case D Per County of Riverside Std. No. 403	EA	9	\$2,500.00	\$22,500.00
Const. Combination Curb Inlet Catch Basin No. 1 Per County of Riverside Std. Dwg. No. 300, See Plan For W. (Modified; 2" Wide Per City Direction)	EA	14	\$5,000.00	\$70,000.00

Construct Gutter Depression for Combination Grate Opening Catch Basin Per County of Riverside Std. Dwg. No. 311 (Modified; 2' Wide Per City Direction)	EA	14	\$240.00	\$3,360.00
Install Stop Legend, Limit Line, Sign Post, Stop Sign and Street Name Sign Per Stop Sign Legend and Sign Post Detail on Sheet No. 14	EA	13	\$800.00	\$10,400.00
Sawcut and Join Existing Pavement Per Overlay Join Detail on Sheet No. 16	LF	220	\$3.00	\$660.00
Adjust Water Valve To Grade Per CVWD Standard And Specifications, See Separate Proposed Water Plans	EA	37	\$300.00	\$11,100.00
Adjust Sewer Manhole To Grade Per CVWD Standards And Specifications, See Separate Proposed Sewer Plans	EA	52	\$600.00	\$31,200.00
Install 4" A.C. Pavement Over 6" Class II Aggregate Base (Fire Access Road)	SF	20,610	\$4.00	\$82,440.00
<b>Storm Drain</b>				
Furnish and Install 18" HDPE Storm Drain. See HDPE Typical Trench Section Sheet 20	LF	545	\$40.00	\$21,800.00
Furnish and Install 24" HDPE Storm Drain. See HDPE Typical Trench Section Sheet 20	LF	270	\$50.00	\$13,500.00
Furnish and Install 30" HDPE Storm Drain. See HDPE Typical Trench Section Sheet 20	LF	1,165	\$60.00	\$69,900.00
Furnish and Install 36" HDPE Storm Drain. See Typical Trench Section Sheet 20	LF	550	\$70.00	\$38,500.00
Furnish and Install 18" x 11.25° HDPE Bend	EA	1	\$400.00	\$400.00
Furnish and Install 18" x 45° HDPE Bend	EA	1	\$400.00	\$400.00

Furnish and Install 30" x 45° HDPE Bend	EA	1	\$600.00	\$600.00
Furnish and Install 30" x 18" HDPE WYE	EA	1	\$600.00	\$600.00
Furnish and Install 30" HDPE End Cap	EA	1	\$600.00	\$600.00
Furnish and Install 18" HDPE End Outlet Structure	EA	2	\$600.00	\$1,200.00
Furnish and Install 36" HDPE Flared End Outlet Structure	EA	1	\$650.00	\$650.00
Furnish and Install 60" Inside Diameter Manhole Per CVWD Dwg. Std. S-5	EA	5	\$6,000.00	\$30,000.00
Furnish and Install 72" Inside Diameter Manhole Per CVWD Dwg. Std. S-5	EA	2	\$8,000.00	\$16,000.00
Construct Concrete Collar Per R.C.F.C.D. Std. Dwg. No. M803	EA	1	\$1,500.00	\$1,500.00
Construct Rip-Rap Energy Dissipater Pad Per City of San Diego Dwg. No. SDD-104 and Detail on Sheet No. 17 and 20	EA	3	\$2,000.00	\$6,000.00
Construct Storm Drain Bubbler Outlet Per Detail on Sheet No. 20	EA	2	\$1,500.00	\$3,000.00
Install Inlet Structure Per Detail A on Sheet 20	EA	1	\$5,000.00	\$5,000.00
<b>SUBTOTAL OF STREET AND STORM DRAIN IMPROVEMENTS</b>				<b>\$2,938,502.00</b>
<b>15% CONTINGENCY</b>				<b>\$440,775.30</b>
<b>TOTAL</b>				<b>\$3,379,277.30</b>

Assumptions:

1. These quantities are based on the Del Webb Explore at Palm Desert Street and Storm Drain Improvement Plan completed on 04/03/2024.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.



3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

**SUBDIVISION IMPROVEMENT AGREEMENT**

**SURVEY MONUMENTS BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for the setting of survey monumentation as shown in Parcel/Tract Map No. TR38434, which is not to be completed prior to the recording of the final map or parcel map;

WHEREAS, the survey monumentation to be performed by Principal is more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 20\_\_, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond to insure the setting of the monuments as required therein and payment to the Engineer or Surveyor who sets such monuments thereunder.

NOW, THEREFORE, Principal and Berkley Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Delaware, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of FORTY SIX THOUSAND FIVE HUNDRED SEVENTY FIVE AND 00/100 (\$ 46,575.00), said sum being not less than one hundred percent (100%) of the total cost of the setting of monuments as set forth in the Improvement Agreement and payment due to the Engineer or Surveyor for setting such monuments, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if 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, agreements, guarantees, and warranties for the setting of survey monumentation in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and

specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66496 of the California Government Code as security for installation and payment of survey monumentation as set forth in the Improvement Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of May, 2024.

(Corporate Seal)

Pulte Home Company, LLC  
Principal  
By SEE ATTACHED  
Gregory S. Rives  
Title Assistant Treasurer

(Corporate Seal)

Berkley Insurance Company  
Surety  
By [Signature]  
Attorney-in-Fact  
Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \$3.75 per thousand. The total amount of premium charges is \$ 175.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) Berkley Insurance Company  
475 Steamboat Rd  
Greenwich, CT 06830

(Name and Address of Agent or Representative for service of process in California, if different from above) Denise Eby  
4 Hutton Centre Dr, Suite 640  
Santa Ana, CA 92707

(Telephone number of Surety and Agent or Representative for service of process in California) 657-356-2894

executed this 9<sup>th</sup> day of May, 2024.

Pulte Home Company, LLC

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PRINCIPAL

  
BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

**ACKNOWLEDGEMENT BY PRINCIPAL**

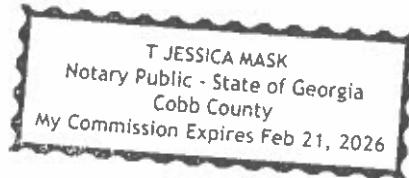
**STATE OF GEORGIA)**


**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on May 9, 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 5/9/2024 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)



*Matthew Stanton Erra*

Notary Signature

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

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Jeremy Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of April, 2023



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

Berkley Insurance Company  
By [Signature]  
Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of April, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

[Signature]  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 9th day of May, 2024

[Signature]  
Vincent P. Forte

**ENGINEER'S OPINION OF PROBABLE COSTS FOR  
DEL WEBB EXPLORE AT PALM DESERT MONUMENTATION**

Prepared for:  
Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo CA 92691

**Tract Map No. 38434-1**

Project Location:  
North of Frank Sinatra Drive  
in the City of Palm Desert

April 26, 2024

MSA JOB #2636



**MSA CONSULTING, INC.**

Civil Engineering • Land Surveying • Landscape Architecture  
Planning • Environmental Services • Dry Utility Coordination • GIS

34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com



DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Street</b>				
Monumentation	LOT	135	\$300.00	\$40,500.00
<b>SUBTOTAL OF MONUMENTATION</b>				<b>\$40,500.00</b>
<b>15% CONTINGENCY</b>				<b>\$6,075.00</b>
<b>TOTAL</b>				<b>\$46,575.00</b>

Assumptions:

1. These quantities are based on the Del Webb Explore at Palm Desert Final Tract Map 38434-1 completed on 04/25/2024.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

**SUBDIVISION IMPROVEMENT AGREEMENT**

**PAYMENT (LABOR AND MATERIALS) BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 38434 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 20\_\_, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement before entering upon the performance of the work to provide a good and sufficient payment bond to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Improvement Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code in the sum of Three Million Three Hundred Forty Four Thousand Five Hundred Fifty Nine and 00/100 DOLLARS (\$ 3,344,559.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth.

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

It is hereby expressly stipulated and agreed 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.

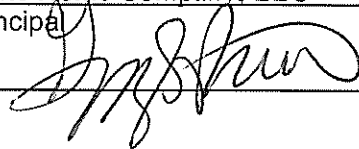
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

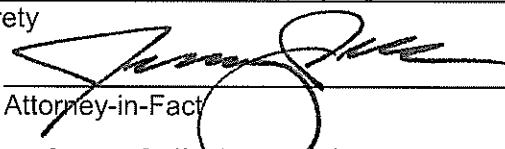
This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for labor performed and materials provided in connection with the performance of the Improvement Agreement and construction of the Public Improvements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of July, 2024.

(Corporate Seal)

Pulte Home Company, LLC  
Principal  
By   
Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Hartford Fire Insurance Company  
Surety  
By   
Attorney-in-Fact  
Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is N/A per thousand. The total amount of premium charges is \$ N/A.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155

(Name and Address of Agent or Representative for service of process in California, if different from above)

Jeremy Polk c/o USI Insurance Servicese, LLC  
10940 White Rock Rd, 2nd Floor  
Rancho Cordova, CA 95670

(Telephone number of Surety and Agent or Representative for service of process in California)

602-505-6880

**ACKNOWLEDGEMENT BY PRINCIPAL**

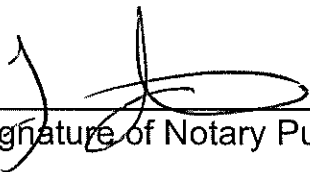
**STATE OF GEORGIA)**

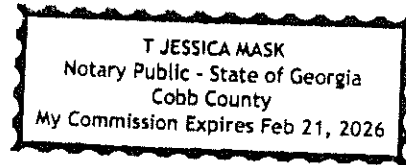
) ss.

**COUNTY OF COBB)**

This record was acknowledged before me on July 5<sup>th</sup>, 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**

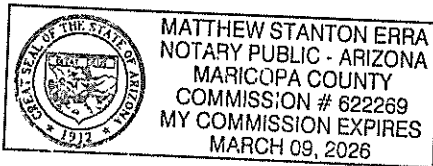
**County of Maricopa**

On 7/5/2024 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 9<sup>th</sup>, 2026**

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto: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 July 5th, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

**SUBDIVISION IMPROVEMENT AGREEMENT**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 38434 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 20\_\_, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Million Three Hundred Forty Four Thousand Five Hundred Fifty Nine and 00/100 DOLLARS (\$ 3,344,559.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if 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, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

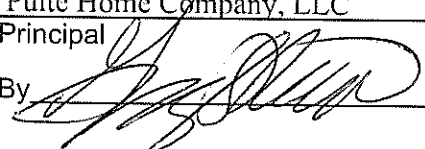
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and

specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

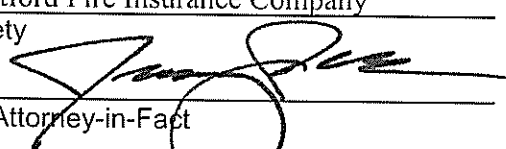
This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of July, 20 24.

(Corporate Seal)

Pulte Home Company, LLC  
Principal  
By   
Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Hartford Fire Insurance Company  
Surety  
By   
Attorney-in-Fact  
Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \$3.90 per thousand. The total amount of premium charges is \$ 13,044.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155

(Name and Address of Agent or Representative for service of process in California, if different from above)

Jeremy Polk c/o USI Insurance Services, LLC  
10940 White Rock Rd, 2nd Floor  
Rancho Cordova, CA 95670

(Telephone number of Surety and Agent or Representative for service of process in California)

602-505-6880



**ACKNOWLEDGEMENT BY PRINCIPAL**

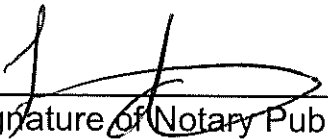
**STATE OF GEORGIA)**

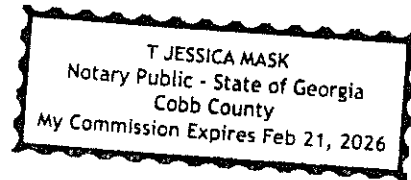
**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on July 5<sup>th</sup>, 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**

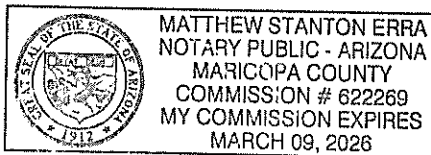
On 7/5/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



---

Notary Signature



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

# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto: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 July 5th, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

**ENGINEER'S OPINION OF PROBABLE COSTS FOR  
DEL WEBB EXPLORE AT PALM DESERT STREET AND STORM DRAIN  
IMPROVEMENTS**

**APPROVED**  
C.F. 07/03/2024

Prepared for:  
Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo CA 92691

**Tract Map No. 38434**

Project Location:  
North of Frank Sinatra Drive  
in the City of Palm Desert

June 26, 2024

MSA JOB #2636



**MSA CONSULTING, INC.**

Civil Engineering • Land Surveying • Landscape Architecture  
Planning • Environmental Services • Dry Utility Coordination • GIS

34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Street</b>				
Install 3" A.C. Pavement Over 6" Class II Aggregate Base	SF	231,173	\$4.00	\$924,692.00
Install Decorative Pavement, Color and Type Per Landscape Architect's Plans.	SF	4,580	\$15.00	\$68,700.00
Construct 6" Curb and Gutter Type I Per City of Palm Desert Standard Plan No. 102	LF	1,260	\$40.00	\$50,400.00
Construct 6" Wedge Curb.	LF	12,815	\$40.00	\$512,600.00
Construct 6" Mountable Curb.	LF	314	\$35.00	\$10,990.00
Construct Curb Transition (Wedge Curb to Curb and Gutter)	EA	17	\$150.00	\$2,550.00
Construct Cross Gutter Type II Per City of Palm Desert Standard Plan No. 108 with Modified Slope	SF	2,978	\$20.00	\$59,560.00
Construct Sidewalk Per City of Palm Desert Standard Plan No. 104	SF	84,410	\$6.00	\$506,460.00
Construct Curb Ramp Case A Per County of Riverside Std. No. 403	EA	6	\$6,000.00	\$36,000.00
Construct Curb Ramp Case C Per County of Riverside Std. No. 403	EA	18	\$6,000.00	\$108,000.00
Construct Curb Inlet Catch Basin Per County of Riverside Std. Dwg. No. 300, See Plan For W and H	EA	12	\$10,000.00	\$120,000.00
Construct Gutter Depression for Curb Opening Catch Basin Per County of Riverside Std. Dwg. No. 311	EA	12	\$2,000.00	\$24,000.00
Install Stop Legend, Limit Line, Sign Post, Stop Sign and Street Name Sign	EA	6	\$800.00	\$4,800.00

Adjust Water Valve To Grade Per CVWD Standards And Specifications, See Separate Proposed Water Plans	EA	51	\$800.00	\$40,800.00
Adjust Sewer Manhole To Grade Per CVWD Standards And Specifications, See Separate Proposed Sewer Plans	EA	41	\$800.00	\$32,800.00
Construct Spillway/Access Ramp	EA	4	\$2,500.00	\$10,000.00
<b>Storm Drain</b>				
Furnish and Install 18" HDPE Storm Drain.	LF	1,578	\$80.00	\$126,240.00
Furnish and Install 30" HDPE Storm Drain.	LF	638	\$180.00	\$114,840.00
Furnish and Install 18" x 45° HDPE Bend	EA	3	\$400.00	\$1,200.00
Furnish and Install 18" HDPE Flared End Outlet Structure	EA	5	\$1,000.00	\$5,000.00
Furnish and Install 60" Inside Diameter Manhole Per CVWD Dwg. Std. S-5	EA	5	\$4,500.00	\$22,500.00
Install Rock Energy Dissipator per RCFC & WCD Std. Dwg. No. JS333	EA	5	\$500.00	\$2,500.00
Install Inlet Structure	EA	1	\$2,500.00	\$2,500.00
<b>SUBTOTAL OF STREET AND STORM DRAIN IMPROVEMENTS</b>				<b>\$2,787,132.00</b>
<b>20% CONTINGENCY</b>				<b>\$557,426.40</b>
<b>TOTAL</b>				<b>\$3,344,558.40</b>

Assumptions:

1. These quantities are based on the Del Webb Explore at Palm Desert Street and Storm Drain Improvement Plan completed on 05/24/2024.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

**SUBDIVISION IMPROVEMENT AGREEMENT**

**SURVEY MONUMENTS BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for the setting of survey monumentation as shown in Parcel/Tract Map No. 38434, which is not to be completed prior to the recording of the final map or parcel map;

WHEREAS, the survey monumentation to be performed by Principal is more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 20\_\_, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond to insure the setting of the monuments as required therein and payment to the Engineer or Surveyor who sets such monuments thereunder.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Sixty Seven Thousand Six Hundred Ninety Five and 00/100 (\$ 67,695.00), said sum being not less than one hundred percent (100%) of the total cost of the setting of monuments as set forth in the Improvement Agreement and payment due to the Engineer or Surveyor for setting such monuments, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if 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, agreements, guarantees, and warranties for the setting of survey monumentation in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and

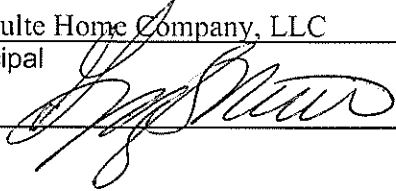
specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66496 of the California Government Code as security for installation and payment of survey monumentation as set forth in the Improvement Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of July, 2024.

(Corporate Seal)

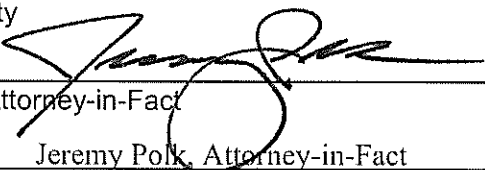
Pulte Home Company, LLC  
Principal

By 

Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Hartford Fire Insurance Company  
Surety

By   
Attorney-in-Fact

Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \$3.90 per thousand. The total amount of premium charges is \$ 264.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155

(Name and Address of Agent or Representative for service of process in California, if different from above)

Jeremy Polk c/o USI Insurance Services, LLC  
10940 White Rock Rd, 2nd Floor  
Rancho Cordova, CA 95670

(Telephone number of Surety and Agent or Representative for service of process in California)

602-505-6880



**ACKNOWLEDGEMENT BY PRINCIPAL**

**STATE OF GEORGIA)**

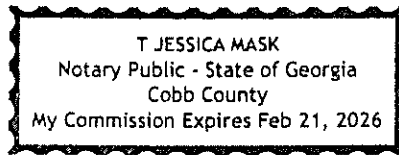
) ss.

**COUNTY OF COBB)**

This record was acknowledged before me on July 5<sup>th</sup>, 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**

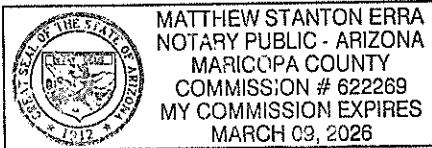
On 7/8/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



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*Notary Signature*



**Matthew Stanton Erra**  
**Commission Expires March 9<sup>th</sup>, 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 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 July 8th, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith Dozois*

Keith D. Dozois, Assistant Vice President

# ENGINEER'S OPINION OF PROBABLE COSTS FOR DEL WEBB EXPLORE AT PALM DESERT MONUMENTATION

OKAY FOR BONDING  
C.F.

Prepared for:  
Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo CA 92691

## Tract Map No. 38434

Project Location:  
South of Gerald Ford Drive  
in the City of Palm Desert

June 6, 2024

MSA JOB #2636



## MSA CONSULTING, INC.

Civil Engineering • Land Surveying • Landscape Architecture  
Planning • Environmental Services • Dry Utility Coordination • GIS

34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Street</b>				
Monumentation	LOT	197	\$300.00	\$59,100.00
<b>SUBTOTAL OF MONUMENTATION</b>				<b>\$59,100.00</b>
<b>15% CONTINGENCY</b>				<b>\$8,865.00</b>
<b>TOTAL</b>				<b>\$67,965.00</b>

Assumptions:

1. These quantities are based on the Del Webb Explore at Palm Desert Final Tract Map 38434 prepared on 06/04/2024.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.