

SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: March 13, 2025

NAME OF SUBDIVIDER: Toll West Coast, LLC

(Referred to as "SUBDIVIDER").

NAME OF SUBDIVISION: Shadow Ridge - TR 38866 No. of Lots: 93

(Referred to as "SUBDIVISION")

TENTATIVE MAP RESOLUTION OF APPROVAL NO.: 2873 (TM No: 38866)
(Referred to as "Resolution of Approval")

IMPROVEMENT PLANS APPROVED ON: February 14, 2025
(Referred to as Improvement Plans)

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$1,897,503.60

ESTIMATED TOTAL COST OF MONUMENTATION: \$95,500.00

SURETY: US00147335SU52A - Improvements
US00147302SU25A - Monumentation
BOND NOS: _____

SURETY: XL Specialty Insurance Company

-OR-

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. _____

FINANCIAL INSTITUTION: _____

-OR-

CASH/CERTIFICATE OF DEPOSIT, AGREEMENT DATED: _____

FINANCIAL INSTITUTION: _____

This Agreement is made and entered into by and between the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the SUBDIVIDER.

RECITALS

- A. SUBDIVIDER has presented to CITY for approval and recordation, a final subdivision map of a proposed SUBDIVISION pursuant to provisions of the Subdivision Map Act of the State of California and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."
- B. A tentative map of the SUBDIVISION has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this Agreement by reference.
- C. The Subdivision Laws establish as a condition precedent to the approval of a final map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (a) completed, in compliance with CITY standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval or (b) have entered into a secured agreement with CITY to complete the improvements and land development within a period of time specified by CITY.
- D. In consideration of the approval of a final map for the SUBDIVISION by the City Council, SUBDIVIDER desires to enter into this Agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER's own expense, all the public improvement work required by CITY in connection with the proposed SUBDIVISION. SUBDIVIDER has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.
- E. Complete Improvement Plans for the construction, installation, and completion of the improvements have been prepared by SUBDIVIDER and approved by the City Engineer. The Improvement Plans numbered as referenced previously in this

Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

- F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.
- G. CITY has adopted standards for the construction and installation of improvements within the CITY. The Improvement Plans have been prepared in conformance with CITY standards in effect on the date of the Resolution of Approval.
- H. All public improvement monuments, street signs, and stakes as specified on the final map are to be completed prior to final formal acceptance by the City Council. Individual property monuments must be installed within one year from the formal final Council acceptance of said SUBDIVISION.
- I. SUBDIVIDER recognizes that by approval of the final map for SUBDIVISION, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER's failure to perform its obligations to commence construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City

Council of the final map of the SUBDIVISION, SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER's Obligation to Construct Improvements.

SUBDIVIDER shall:

- a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.
- b. Complete at SUBDIVIDER's own expense, all the public improvement work required by the Resolution of Approval in conformance with approved Improvement Plans within one year from date of execution of this Agreement; provided however, that the improvements shall not be deemed to be completed until accepted by City Council as provided in Section (17) herein.
- c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans.
- d. Acquire, or pay the cost of acquisition by CITY, and dedicate all rights-of-way, easements and other interests in real property for construction and installation of the public improvements, free and clear of all liens and encumbrances. The SUBDIVIDER's obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private sanitary sewer, domestic water, drainage, and/or utility easements or authorization to accommodate the SUBDIVISION.
- e. Commence construction of the improvements by the time established in Section (22) of this Agreement and complete the improvements by the deadline stated in Section (1)(b) above, unless a time extension is granted by the CITY as authorized in Section (22).

- f. Install all SUBDIVISION public improvement monuments required by law and prior to formal final acceptance of the public improvements by CITY. Individual property monuments shall be installed within one year of said acceptance.
 - g. Install street name signs conforming to CITY standards. Permanent street name signs shall be installed before acceptance of the improvements by CITY.
2. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land use development work contemplated by this Agreement is to be constructed or installed on land not owned by CITY or SUBDIVIDER, no construction or installation shall be commenced before:
- a. The offer of dedication to CITY of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or
 - b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or
 - c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with the order of possession.

Nothing in this Section (2) shall be construed as authorizing or granting an extension of time to SUBDIVIDER.

3. Security. SUBDIVIDER shall at all times guarantee SUBDIVIDER's performance by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

- a. to assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and
- b. to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the improvements required to be constructed and installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and
- c. to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and
- d. SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of one hundred percent (100%) of the estimated cost of setting SUBDIVISION monuments as stated previously in this Agreement in Section (1)(f) for a period of one year plus thirty (30) days from formal acceptance by the City Council.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

4. Alterations to Improvement Plans.

- a. Any changes, alterations or additions to the Improvement Plans not exceeding ten percent (10%) of the original estimated cost of the improvements, which are mutually agreed upon by CITY and SUBDIVIDER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, SUBDIVIDER shall provide improvement security for faithful performance as required by Section (3) of this Agreement for one hundred percent (100%) of the total estimated cost of the improvements as changed, altered, or amended, minus any completed partial releases allowed by Section (6) of this Agreement.
 - b. The SUBDIVIDER shall construct the improvements in accordance with CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right to modify the standards applicable to the SUBDIVISION and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If SUBDIVIDER requests and is granted an extension of time for completion of the improvements, CITY may apply the standards in effect at the time of the extension.
5. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the public improvements by CITY inspectors and to the shops wherein any work is in preparation. Upon completion of the work, SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted by the City Council unless all aspects of the work have been inspected and completed in accordance with the Improvement Plans. When applicable

law requires an inspection to be made by City at a particular stage of the work of constructing and installing such improvements, CITY shall be given timely notice of SUBDIVIDER's readiness for such inspection and SUBDIVIDER shall not proceed with additional work until the inspection has been made and the work approved. SUBDIVIDER shall bear all costs of inspection and certification. No improvements shall be deemed completed until accepted by the City Council pursuant to Section (17) herein.

6. Release of Securities. The securities required by this Agreement shall be released as following:

- a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.
- b. The City Engineer may release a portion of the security given for faithful performance of improvement work as the improvement progresses upon application thereof by the SUBDIVIDER; provided, however, that no such release shall be for an amount less than twenty-five percent (25%) of the total improvement security given for faithful performance of the improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total improvement security given for faithful performance until final completion and acceptance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.
- c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after completion and acceptance

of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

- d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section (10), the warranty period shall not commence until formal final acceptance of all the work and improvements by the City Council.
- e. CITY may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. Injury to Public Improvements, Public Property or Public Utilities Facilities.

SUBDIVIDER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monument which are destroyed or damaged as a result of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

8. Permits. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain all necessary permits and licenses for the construction and installation of the

improvements, give all necessary notices and pay all fees and taxes required by law.

9. Default of SUBDIVIDER.

a. Default of SUBDIVIDER shall include, but not be limited to,

- (1) SUBDIVIDER's failure to timely commence construction of this Agreement;
- (2) SUBDIVIDER's failure to timely complete construction of the improvements;
- (3) SUBDIVIDER's failure to timely cure any defect in the improvements;
- (4) SUBDIVIDER's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
- (5) SUBDIVIDER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which SUBDIVIDER fails to discharge within thirty (30) days; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (6) SUBDIVIDER's failure to perform any other obligation under this Agreement.

b. CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy

available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY's damages for SUBDIVIDER's default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

In the event of SUBDIVIDER's default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

- c. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against all the lots in the SUBDIVISION, or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this subsection (c) is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER's breach shall be in the discretion of CITY.
- d. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses

incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

- e. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.

10. Warranty. SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by SUBDIVIDER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should SUBDIVIDER fail to act promptly or in accordance with this requirement, SUBDIVIDER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs.
11. SUBDIVIDER Not Agent of CITY. Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors or subcontractors are or shall be

considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

12. Injury to Work. Until such time as the improvements are accepted by CITY, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, SUBDIVIDER will be responsible for the care, maintenance of, and any damage to such improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.

13. Environmental Warranty. Prior to the acceptance of any dedications or improvements by CITY, SUBDIVIDER shall certify and warrant that neither the property to be dedicated nor SUBDIVIDER is in violation of any environmental law and neither the property to be dedicated nor the SUBDIVIDER is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither SUBDIVIDER nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. SUBDIVIDER has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. SUBDIVIDER's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. SUBDIVIDER shall give prompt written notice to CITY at the address set forth herein of:

- a. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;
 - b. Any claims made or threatened by any third party against CITY or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and,
 - c. SUBDIVIDER's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which is it is intended, transferability or suit under any environmental law.
14. Other Agreements. Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.
15. SUBDIVIDER'S Obligation to Warn Public During Construction. Until formal final acceptance of the improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.
16. Vesting of Ownership. Upon formal final acceptance of the work by CITY and recordation of the Resolution of Acceptance of Public Improvements,

ownership of the improvements constructed pursuant to this Agreement shall vest in CITY.

17. Final Acceptance of Work. Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act upon the Engineer's recommendation within sixty (60) days from the date the City Engineer certifies that the work has been finally completed, as provided in Section (6). Such acceptance shall not constitute a waiver of defects by CITY.

18. Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. SUBDIVIDER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said SUBDIVISION, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public improvements. Acceptance by CITY of the improvements shall not

constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After acceptance of the improvements, the SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, SUBDIVIDER shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following the acceptance by CITY of the improvements. It is the intent of this Section that SUBDIVIDER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this Section.

SUBDIVIDER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.

19. Personal Nature of SUBDIVIDER'S Obligations. All of SUBDIVIDER's obligations under this agreement are and shall remain the personal obligations of SUBDIVIDER notwithstanding a transfer of all or any part of the property within the SUBDIVISION subject to this Agreement, and SUBDIVIDER shall not be entitled to assign its obligations under this

Agreement to any transferee of all or any part of the property within the SUBDIVISION or to any other third party without the express written consent of CITY.

20. Sale or Disposition of SUBDIVISION. Seller or other SUBDIVIDER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the SUBDIVIDER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the SUBDIVIDER of the obligations under Section (18) for the work or improvement done by SUBDIVIDER.
21. Time of the Essence. Time is of the essence in the performance of this Agreement.
22. Time for Commencement of Work; Time Extensions. SUBDIVIDER shall commence substantial construction of the improvements required by this Agreement not later than six (6) months after the date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to SUBDIVIDER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar political actions which prevents the conducting of work, which SUBDIVIDER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for and

extension of the time for completion. As a condition of such extension, the City Engineer may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

23. No Vesting of Rights. Performance by SUBDIVIDER of this Agreement shall not be construed to vest SUBDIVIDER's rights with respect to any change in any zoning or building law or ordinance.
24. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

Notice to CITY:	City of Palm Desert 73-510 Fred Waring Drive Palm Desert, California 92260 Attn: Director of Development Services
Notice to SUBDIVIDER:	<hr/> Toll West Coast LLC <hr/> 1140 Virginia Drive <hr/> Fort Washington, PA 19034 <hr/>
Notice to SURETY:	<hr/> XL Specialty Insurance Company <hr/> 1209 Orange St <hr/> Wilmington, DE 19801 <hr/>

25. Compliance With Laws. SUBDIVIDER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the improvements and land development work required by this Agreement. To the extent improvements to be constructed by SUBDIVIDER or under the direction of SUBDIVIDER hereunder are considered to be a public work requiring the payment of prevailing wages and compliance with other prevailing wage laws under Labor Code Sections 1720 et seq., SUBDIVIDER shall cause the contractor and subcontractors to pay prevailing wages and to comply with all other prevailing wage laws pursuant to California Labor Code Sections 1720 et seq. and implementing regulations of the California Department of Industrial Relations and comply with any other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations. SUBDIVIDER shall indemnify, defend, protect and hold harmless City, its agents, elected officials, officers, employees and independent consultants from and against any third party claim, cause of action, administrative or judicial proceeding or enforcement action of any kind arising out of or resulting from SUBDIVIDER or its contractors and subcontractors' alleged or actual failure to comply with prevailing wage law.

26. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
27. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.
28. Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.
29. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.
30. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.
31. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.
32. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Riverside, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date hereinabove first written; by CITY, by and through its Mayor.

SUBDIVIDER



SUBDIVIDER
(Proper Notarization of SUBDIVIDER's
signature is required and shall be attached)

CITY OF PALM DESERT

By: See other page
TODD HILEMAN, CITY MANAGER

ATTEST:

ANTHONY J. MEJIA, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

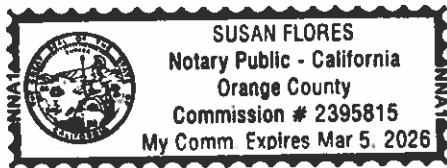
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On Feb. 24, 2025 before me, Susan Flores, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Krrs Campbell
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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

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: _____

**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**

Bond No. US00147335SU25A
Initial Premium \$ 4,744.00
Subject to Renewal

KNOW ALL MEN BY THESE PRESENTS: That we, Toll West Coast LLC as Principal, and XL Specialty Insurance Company, a corporation duly authorized under the laws of the State of Delaware to become surety on bonds and undertakings, as Surety, are held and firmly bound unto The City of Palm Desert, as Obligee in the full and just sum of One Million Eight Hundred Ninety Seven Thousand Five Hundred Three and 60/100 Dollars, (\$ 1,897,503.60) lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated January 17, 2025, and identified as project Shadow Ridge - TR 38866, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, its heirs executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on 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 Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a 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 Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations 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 or to the work or to the specifications.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact this 25th day of February 2025

Toll West Coast LLC, a Delaware limited liability company
Principal

By: _____

XL Specialty Insurance Company

By:  _____
John E. Rosenberg, Attorney-in-Fact



SUBDIVISION IMPROVEMENTS LABOR AND MATERIAL BOND

Bond No. US00147335SU25A
Premium included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we, Toll West Coast LLC as Principal, and XL Specialty Insurance Company, duly authorized under the laws of the State of Delaware to become surety on bonds and undertakings, as Surety, are held and firmly bound unto The City of Palm Desert as Obligee in the full and just sum of Nine Hundred Forty Eight Thousand Seven Hundred Fifty One and 80/100 Dollars, (\$ 948,751.80), lawful money of the United States of America, for the payment whereof, said Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, Whereas, the Principal and Obligee have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which agreement, dated January 17, 2025, and identified as project Shadow Ridge - TR 38866 is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Obligee to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the Principal and the undersigned as corporate Surety, are held firmly bound unto the Obligee and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of Nine Hundred Forty Eight Thousand Seven Hundred Fifty One and 80/100 Dollars (\$ 948,751.80), for or 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, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

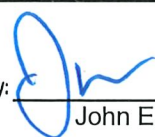
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

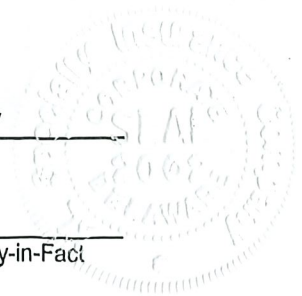
Sealed with our seals and dated this 25th day of February 2025

Toll West Coast LLC, a Delaware limited liability company
Principal

XL Specialty Insurance Company

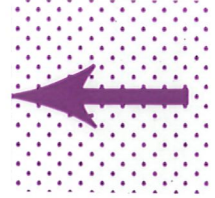
By: _____

By:  _____
John E. Rosenberg, Attorney-in-Fact



ACKNOWLEDGMENT

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



NOTARIZE

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

Commonwealth of Pennsylvania
County of Chester)

On February 25, 2025 before me, Jonathan F. Black, Notary Public
(insert name and title of the officer)

personally appeared John E. Rosenberg, Attorney-in-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)

Commonwealth of Pennsylvania - Notary Seal
JONATHAN F. BLACK, Notary Public
Chester County
My Commission Expires August 25, 2026
Commission Number 1257207



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1631243

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Julia R. Burnet, Elizabeth P. Cervini, Matthew J. Rosenberg, Melissa J. Hinde, John E. Rosenberg, James M. DiSciullo

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 3rd, 2025.



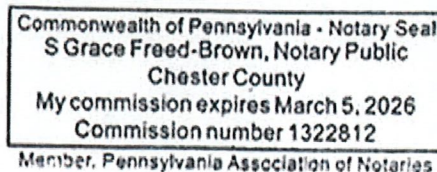
XL SPECIALTY INSURANCE COMPANY

by:
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 3rd day of January, 2025, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 25th day of February 2025.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 3rd day of January, 2025.



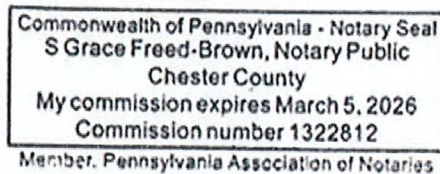
XL REINSURANCE AMERICA INC.

by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 3rd day of January, 2025, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



S. Grace Freed-Brown
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 1/3/2027

XL SPECIALTY INSURANCE COMPANY
 STATUTORY STATEMENT OF ADMITTED ASSETS,
 LIABILITIES, CAPITAL AND SURPLUS
 December 31, 2023
 (U.S. Dollars)

Assets:		Liabilities:	
Bonds	2,804,366,699	Loss & loss adjustment expenses	1,717,596,275
Stocks	127,261,802	Reinsurance payable on paid loss and loss adjustment expenses	502,884
Cash and short-term investments	450,893,384	Unearned premiums	442,720,116
Receivable for securities	19,887	Ceded reinsurance premium payable	0
Total Invested Assets	3,382,541,772	Funds held by company under reinsurance treaties	740,346,477
		Payable for Securities	
		Other Liabilities	153,963,663
		Total Liabilities	3,055,129,415
Agents Balances	277,268,035	Capital and Surplus:	
Funds held by or deposited with reinsured companies	3,238,083	Aggregate write-ins for special surplus funds	
Reinsurance recoverable on loss and loss adjustment expense payments		Common capital Stock	5,812,500
Accrued interest and dividends	15,749,508	Gross paid in and contributed surplus	609,192,647
Other admitted assets	111,196,865	Unassigned surplus	119,859,701
		Total Capital and Surplus	734,864,848
Total Admitted Assets	3,789,994,263	Total Liabilities, Capital and Surplus	3,789,994,263

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2023, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at 677 Washington Blvd., 10th Floor, Suite 1000, Stamford, CT 06901.

 Andrew Robert Will
 Vice President and Controller

**PRIVATE STREET AND STORM DRAIN PLAN
COST ESTIMATE FOR BOND PURPOSES**

Project : Palm Desert, Shadow Ridge

Date Prepared: 01/07/24

NOTE	DESCRIPTION - STREET	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	CONSTRUCT A.C. PER GEOTECHNICAL RECOMMENDATIONS AND TABLE ON SHEET 2.	2,210	C.Y	\$ 100.00	\$ 221,000.00
	CONSTRUCT A.B. PER GEOTECHNICAL RECOMMENDATIONS AND TABLE ON SHEET 2.	3,095	C.Y	\$ 55.00	\$ 170,225.00
2	CONSTRUCT 6" CURB & GUTTER PER S.P.P.W.C. STD. 120-3, A2-6(150)	6,400	L.F.	\$ 40.00	\$ 256,000.00
3	CONSTRUCT CROSS GUTTER TYPE II PER CITY OF PALM DESERT STD. PLAN NO. 108 AND DETAIL 3 ON SHEET 2	1	EA.	\$ 25,500.00	\$ 25,500.00
4	CONSTRUCT 6" CURB PER S.P.P.W.C. STD. 120-3, A1-6(150)	450	L.F.	\$ 40.00	\$ 18,000.00
5	CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF PALM DESERT STD. PLAN NO. 104 (WIDTH PER PLAN)	4170	S.F	\$ 10.00	\$ 41,700.00
6	CONSTRUCT CURB TRANSITION FOR FUTURE DRIVEWAY PER DETAIL 6 ON SHEET 2	93	EA.	\$ 1,000.00	\$ 93,000.00
7	CONSTRUCT CURB RAMP PER DETAIL 7 ON SHEET 2, RAMP NO. PER PLAN	6	EA.	\$ 5,000.00	\$ 30,000.00
8	CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER S.P.P.W.C. STD. 313-4, MODIFIED TYPE B.	13	EA.	\$ 1,500.00	\$ 19,500.00
9	INSTALL STREET NAME SIGN	4	EA.	\$ 400.00	\$ 1,600.00
10	INSTALL TYPE I BLUE TWO-WAY PAVEMENT MARKER PER S.P.P.W.C. STD. PLAN 170	14	EA.	\$ 5.00	\$ 70.00
11	INSTALL CONCRETE PAVERS AND BANDS IN ENTRYWAY PER SEPARATE LANDSCAPE PLAN (FOR REFERENCE ONLY)	5,760	S.F.	\$ 15.00	\$ 86,400.00
12	PAINT "STOP" PAVEVMENT MARKINGS AND STOP LINE PER CALTRANS STD. PLAN A24D AND A24G	3	EA.	\$ 100.00	\$ 300.00
13	INSTALL CA MUTCD SIGN R1-1 ("STOP" SIGN) AND POST	3	EA.	\$ 400.00	\$ 1,200.00
14	SAWCUT AND JOIN EXISTING PAVEMENT PER DETAIL 14 ON SHEET 2, WIDTH PER PLAN	350	S.F.	\$ 4.00	\$ 1,400.00
15	CONSTRUCT CURB INLET PER DETAIL 15 ON SHEET 3	2	EA.	\$ 2,500.00	\$ 5,000.00
				SUBTOTAL:	\$ 970,895.00

NOTE	DESCRIPTION - STORM DRAIN	QUANTITY	UNIT	UNIT PRICE	AMOUNT
30	INSTALL 18" ADS HP STORM PIPE PER ASTM F2881 W/DUAL GASKETS OR APPROVED EQUAL PER INSTALLATION DETAIL 'A' ON SHEET 11 WITH ALL WATER TIGHT CONNECTIONS TO CONCRETE STRUCTURES PER DETAIL 'B' ON SHEET 11	863	L.F.	\$ 100.00	\$ 86,300.00
31	INSTALL 24" ADS HP STORM PIPE PER ASTM F2881 W/DUAL GASKETS OR APPROVED EQUAL PER INSTALLATION DETAIL 'A' ON SHEET 11 WITH ALL WATER TIGHT CONNECTIONS TO CONCRETE STRUCTURES PER DETAIL 'B' ON SHEET 11	194	L.F.	\$ 145.00	\$ 28,130.00
32	CONSTRUCT PIPE TO PIPE MANHOLE (DIA. 33" OR SMALLER) PER S.P.P.W.C. STD. 321-2	5	EA.	\$ 4,425.00	\$ 22,125.00
33	CONSTRUCT MODIFIED (WITHOUT MANHOLE SHAFT) PIPE TO PIPE MANHOLE (DIA. 33" OR SMALLER) PER S.P.P.W.C. STD. 321-2	1	EA.	\$ 4,000.00	\$ 4,000.00
34	CONSTRUCT CURB OPENING CATCH BASIN PER S.P.P.W.C. STD. 300-3, 3.5' W AND V PER PLAN	3	EA.	\$ 3,800.00	\$ 11,400.00
	CONSTRUCT CURB OPENING CATCH BASIN PER S.P.P.W.C. STD. 300-3, 7.0' W AND V PER PLAN	7	EA.	\$ 5,000.00	\$ 35,000.00
	CONSTRUCT CURB OPENING CATCH BASIN PER S.P.P.W.C. STD. 300-3, 10' W AND V PER PLAN	2	EA.	\$ 7,500.00	\$ 15,000.00
35	CONSTRUCT CURBSIDE GRATING CATCH BASIN PER S.P.P.W.C. STD. 303-3 W AND V PER PLAN	1	EA.	\$ 4,400.00	\$ 4,400.00
36	INSTALL 12" PVC SDR 35 WITH PIPE BEDDING PER DETAIL A ON SHEET NO. 10	165	L.F.	\$ 105.00	\$ 17,325.00
37	INSTALL 4" PVC SDR 35 WITH PIPE BEDDING PER DETAIL A ON SHEET NO. 10	24	L.F.	\$ 82.00	\$ 1,968.00
38	INSTALL CAP FOR FUTURE CONNECTION PER DETAIL C ON SHEET 10	5	EA.	\$ 350.00	\$ 1,750.00
39	INSTALL PVC OR ADS FITTING (SIZE AND TYPE PER PLAN)	4	EA.	\$ 350.00	\$ 1,400.00
40	CONSTRUCT PVC CONNECTION TO CATCH BASIN PER DETAIL B ON SHEET 10	8	EA.	\$ 1,000.00	\$ 8,000.00
41	INSTALL UNDERGROUND DETENTION BASIN, AQUASAVE MODEL 3825-5, SECTIONS PER DETAIL D ON SHT 10 AND PER DETAILS ON SHTS 14 AND 15	1	L.S.	\$ 350,000.00	\$ 350,000.00
42	INSTALL 24" BROOKS BOX WITH GRATE PER BROOKS PRODUCT DETAIL 2424CB & DETAIL D ON SHEET 8	2	EA.	\$ 5,000.00	\$ 10,000.00
43	CONNECT PIPE TO AQUASAVE TANK SYSTEM PER DETAIL ON SHEET 14	5	EA.	\$ 500.00	\$ 2,500.00
44	CONSTRUCT CONCRETE COLLOR PER S.P.P.W.C. STD. NO. 380-4	1	EA.	\$ 3,500.00	\$ 3,500.00
45	CONSTRUCT SINGLE PIPE STRAIGHT HEADWALL PER CALTRANS STD. D89-A	2	EA.	\$ 3,780.00	\$ 7,560.00
				SUBTOTAL:	\$ 610,358.00

TOTAL: \$ 1,581,253.00
20% CONTINGENCY: \$ 316,250.60
GRAND TOTAL: \$ 1,897,503.60

CITY OF PALM DESERT
MONUMENT BOND

Toll West Coast LLC the Subdivider of Tract No. 38866, as Principal, and, XL Specialty Insurance Company, as Surety, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally to the CITY OF PALM DESERT, a municipal corporation of the State of California, in the amount of Ninety Five Thousand Five Hundred and 00/100 (\$95,500.00) lawful money of the United State of America as follows:

WHEREAS, Principal is required by the CITY OF PALM DESERT to give this bond, guaranteeing that Principal shall pay the cost setting the survey monuments for the above referenced final subdivision map as required by Sections 66495-66498 of the California Government Code.

NOW, THEREFORE, if said Principal does not set and pay the Surveyor or Engineer the cost of setting the survey monuments in said Tract on or before the date certified on the final tract map, then upon demand of the CITY OF PALM DESERT, Surety shall pay to the CITY OF PALM DESERT the amount of this bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on this 11th day of February, 2025.

PRINCIPAL:

Toll West Coast LLC
a Delaware limited liability company

By 
PETER KIM, VICE PRESIDENT

SURETY:

XL Specialty Insurance Company

By 
John E. Rosenberg, Attorney-in-Fact



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1631211

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Julia R. Burnet, Elizabeth P. Cervini, Matthew J. Rosenberg, Melissa J. Hinde, John E. Rosenberg, James M. DiScullo

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 3rd, 2025.

XL SPECIALTY INSURANCE COMPANY



by:

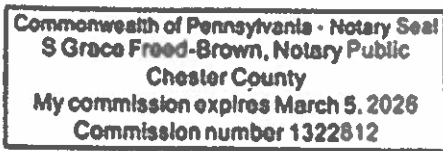
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 3rd day of January, 2025, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 11th day of February 2025.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 3rd day of January, 2025.



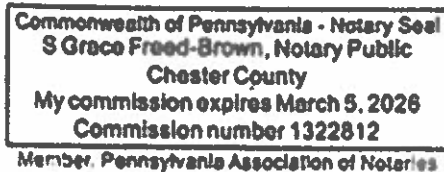
XL REINSURANCE AMERICA INC.

by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 3rd day of January, 2025, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



S. Grace Freed-Brown
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____.



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 1/3/2027

XL SPECIALTY INSURANCE COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS
December 31, 2023
(U.S. Dollars)

Assets:		Liabilities:	
Bonds	2,804,366,699	Loss & loss adjustment expenses	1,717,596,275
Stocks	127,261,802	Reinsurance payable on paid loss and loss adjustment expenses	502,884
Cash and short-term investments	450,893,384	Unearned premiums	442,720,116
Receivable for securities	19,887	Ceded reinsurance premium payable	0
Total Invested Assets	3,382,541,772	Funds held by company under reinsurance treaties	740,346,477
		Payable for Securities	
		Other Liabilities	153,963,663
		Total Liabilities	3,055,129,415
Agents Balances	277,268,035	Capital and Surplus:	
		Aggregate write-ins for special surplus funds	
Funds held by or deposited with reinsured companies	3,238,083	Common capital Stock	5,812,500
Reinsurance recoverable on loss and loss adjustment expense payments		Gross paid in and contributed surplus	609,192,647
Accrued interest and dividends	15,749,508	Unassigned surplus	119,859,701
Other admitted assets	111,196,865	Total Capital and Surplus	734,864,848
Total Admitted Assets	3,789,994,263	Total Liabilities, Capital and Surplus	3,789,994,263

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2023, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at 677 Washington Blvd., 10th Floor, Suite 1000, Stamford, CT 06901.



Andrew Robert Will
Vice President and Controller

ACKNOWLEDGMENT

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

State of California
County of Orange)

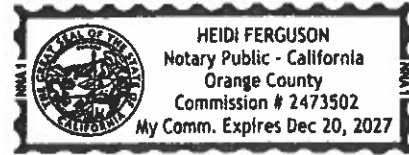
On February 6, 2025 before me, Heidi Ferguson, Notary Public
(insert name and title of the officer)

personally appeared Peter Kim -----
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Heidi Ferguson (Seal)





WILSON • MIKAMI • CORPORATION
CONSULTING ENGINEERS

9 CORPORATE PARK, SUITE 100 • IRVINE • CA • 92606

**CITY OF PALM DESERT
ENGINEERING DEPARTMENT**

Project No.: FTM24-0001 Date.: 11/15/2024
By: C. Fernandez for Title: Consultant Engineer
M. Myers
 APPROVED ACCEPTED

October 21, 2024

Mr. Timothy R. Jonnasson, P.E.
Acting City Engineer
City of Palm Desert
73-510 Fred Warning Drive
Palm Desert, CA 9226-2578

Re: Deferred Monumentation for Tract No. 38866

Dear Mr. Jonnasson,

Please be informed that the monumentation bond amount for Tract No. 38866 has been determined to be \$ 95,500.

Respectfully yours,

Sincerely,
Wilson Mikami Corporation, Inc.

Scott M. Wilson, P.E., P.L.S.
Principal

cc: Rick Tetreault, Saddleback Surveys