

**STREET, STORM DRAIN, SEWER AND WATER
INSTALLATION AGREEMENT**

Bond No.
SUR0067892

RE: TR 38084

THIS AGREEMENT ("AGREEMENT") is between the City of Coachella, a municipal corporation, hereinafter referred to as "CITY", and PULTE HOME COMPANY, LLC, hereinafter referred to as "DEVELOPER".

WHEREAS, DEVELOPER is the owner of certain real property situated in the City of Coachella (as fully described in "Exhibit 1" attached hereto, incorporated herein and hereafter referred to as the "PROPERTY"), DEVELOPER desires to commence street, storm drain, sewer and water improvements, thereon prior to the recordation of the final map for the PROPERTY and/or prior to the issuance of building permits; and

WHEREAS, DEVELOPER has submitted street and storm drain and sewer and water plans for the development of the PROPERTY incorporated herewith as "Exhibit 2" which do not constitute final improvements for the PROPERTY, and DEVELOPER acknowledges that the City Engineer retains the right to require further adjustments and revisions to the improvements upon the PROPERTY based upon the approval and recordation of the final map, as approved by the City Engineer; and

WHEREAS, CITY seeks to insure that improvements are installed and inspected per the approved street and storm drain and sewer and water plans; and

WHEREAS, DEVELOPER is familiar with the requirements of the Coachella Municipal Code and the CITY's regulations and agrees to comply therewith; and

NOW, THEREFORE, in consideration of the issuance of the street and storm drain and sewer and water permits from the City Engineer of the City of Coachella, the parties hereto mutually covenant and agree as follows:

1. General Requirements. DEVELOPER shall, at DEVELOPER's own cost and expense, supply all labor and materials and complete all of the street and storm drain and sewer and water improvements described in "Exhibits "A" & "B"" to the satisfaction of the City Engineer.
2. Repair and Replacement. DEVELOPER shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments which have been destroyed or damaged, and DEVELOPER shall replace or have replaced, repair, or have

repaired, as the case may be, or pay the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the CITY or by any public or private corporation, or by any person whomsoever or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval of the City Engineer.

3. Permits. DEVELOPER shall, at DEVELOPER's expense, obtain all necessary permits and licenses for the installation of street and storm drain, sewer and water improvements required hereunder and give all necessary notices and pay all fees and taxes required by Law.

4. Superintendence by Developer. DEVELOPER shall give personal superintendence to the installation of street and storm drain, sewer and water improvements, or have a competent foreman or superintendent, equipped with a 24/7 telephone to accept dust control after hours calls satisfactory to the City Engineer, on said work at all times during progress, with authority to act for DEVELOPER.

6. Inspection by City. DEVELOPER shall at all times maintain the PROPERTY and all facilities thereon in a safe and orderly condition in accordance with all CITY requirements as determined by the City Engineer, and shall at all times provide safe access to the PROPERTY for inspection by the CITY to ensure compliance with the terms of this AGREEMENT and all other CITY Requirements.

7. Commencement of Street and Storm Drain, Sewer and Water Improvements. No street and storm drain, sewer and water improvements shall be commenced until plans and profiles therefor have been submitted to and approved by the City Engineer. The cost of such checking and inspection shall be paid by the DEVELOPER. All street and storm drain and sewer and water improvements constructed or installed in the public right-of-way pursuant to this AGREEMENT shall become the sole exclusive property of the City of Coachella, without payment therefore, upon acceptance of said work or improvements by the CITY.

9. Surety Bond. Contemporaneously with the execution hereof, DEVELOPER shall file with the CITY; (1) a surety bond or cash deposit for the full estimated cost of the improvements, to include a contingency to guarantee "Faithful Performance" of all of the provisions of this AGREEMENT as described in Exhibits 1 and 2 attached hereto, and (2) a labor and materials bond or cash deposit for 50% the estimated cost of the improvements,

10. Effective Date of Contract. This contract shall not become effective unless and until the DEVELOPER receives all approvals and permits including a street and storm drain and sewer and water permits required by the CITY.

11. Liability for Nonperformance. Neither the CITY nor any of its officers or agents shall be liable to DEVELOPER or its contractors for any error or omission arising out of or in connection with any work to be performed under this AGREEMENT.

13. Liability for Personal Injuries. The CITY shall not be liable to the DEVELOPER or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever, in, on, or about the PROPERTY or any part thereof.

14. Release and Indemnification. The DEVELOPER hereby releases and agrees to indemnify, defend and save the CITY harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability (including reasonable attorneys fees and costs of suit), howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all grading work to be done in and upon the PROPERTY or premises adjacent thereto pursuant to this AGREEMENT, and also from any and all injuries to and deaths of persons and injuries to property or other interests and all claims, demands, costs loss, damage, and liability (including reasonable attorneys fees and costs of suit), howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the DEVELOPER, the DEVELOPER's agents, employees, and subcontractors, while engaged in the performance of said grading.

14a. Insurance.

(a) DEVELOPER shall at all times during the term of this AGREEMENT carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the DEVELOPER.

(b) DEVELOPER shall at all times during the term of this AGREEMENT carry, maintain, and keep in full force and effect, a policy or policies of Commercial Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by DEVELOPER in performing the services required by this AGREEMENT.

(c) DEVELOPER agrees to carry, maintain, and keep, in full force and effect, at all times during the performance of work under this AGREEMENT workers' compensation insurance as required by law.

(d) The policy or policies required by this section shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(e) DEVELOPER agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this AGREEMENT.

(f) At all times during the term of this AGREEMENT, DEVELOPER shall maintain on file with the CITY Clerk a certificate or certificates of insurance in a form acceptable to the CITY Attorney, showing that the aforesaid policies are in effect in the required amounts. DEVELOPER shall, prior to commencement of work under this AGREEMENT, file with the CITY Clerk such certificate or certificates. The policies of insurance required by this AGREEMENT shall contain an endorsement naming CITY as an additional insured. All of the policies required under this AGREEMENT shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this AGREEMENT.

(g) The insurance provided by DEVELOPER shall be primary to any coverage available to CITY. The policies of insurance required by this AGREEMENT shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY prior to the commencement of work under this AGREEMENT. At the option of CITY, DEVELOPER shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or DEVELOPER shall procure a bond guaranteeing payment of losses and expenses.

15. Liability of Developer. The DEVELOPER agrees that the use for any purpose and by any person of any and all of the streets and the PROPERTY as hereinbefore specified shall be at the sole and exclusive risk of the DEVELOPER at all times prior to final acceptance by the CITY of the completed clearing; provided that acceptance by the CITY shall in no way eliminate or lessen any of DEVELOPER's obligations or undertakings contain in this AGREEMENT. The issuance of any permits by the CITY for the grading of the PROPERTY or any structure located within said PROPERTY shall not be construed in any manner to constitute an acceptance and approval of any or all of the grading or improvements to the PROPERTY.

16. Approval by City Engineer. It is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the street and storm drain, sewer and water work performed under this AGREEMENT if such work does not conform with the plans and specifications mentioned herein or the ordinances of the City of Coachella. Any damage to the water or sewer system, utilities, concrete work, or street paving that occurs during or after the grading shall be repaired or reconstructed to the satisfaction of the City Engineer by the DEVELOPER before the release of the bonds, issuance of further permits or final acceptance of any completed improvements.

18. Obligations of Developer. Notwithstanding the fact that DEVELOPER's plans and specifications, completion of the clearing and dust control work, and other acts are subject to approval of the City Engineer, it is understood and agreed that any approval by the City Engineer shall in no way relieve DEVELOPER of satisfactorily completing the said street and storm drain and sewer and water improvements or the other obligations hereunder.

19. Relationship of Contractors. It is hereby mutually covenanted and agreed by the parties hereto that DEVELOPER's contractors are not agents of the CITY, and that the contractors relation to CITY, if any, are those of independent contractors.

20. Assignment. This AGREEMENT shall not be assigned by the DEVELOPER without written consent of CITY.

20. Filing of Improvement Plans. Upon completion of the job and subsequent to the acceptance of the job by the CITY, the DEVELOPER shall supply the CITY with one mylar (4 mils) set of "As Built" drawings. These drawings shall be certified as being "As Built" and shall reflect the job as actually constructed, with all changes incorporated therein.

[INTENTIONALLY LEFT BLANK]

Executed in Coachella, California on

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date written above.

APPROVED:

City of Coachella

[Developer] *1

By:



[Name of Officer, Title]

DARREN WARREN
Vice President Land
Acquisitions & Development

By:

 10/13/21
Andrew R. Simmons, City

Engineer

By:

[Name of Officer, Title]

*1 Note: If the Developer is a Corporation, then this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

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 OCTOBER 11, 2021 before me, CRESIDA DIAZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DARREN WARREN,
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)

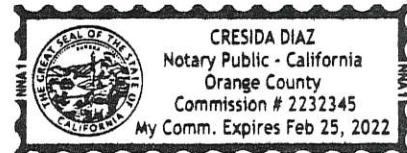


Exhibit "A"

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
STREET				
SUBTOTAL OF STREET IMPROVEMENTS				\$1,923,867.50
15% CONTINGENCY				\$288,580.13
TOTAL				\$2,212,447.63

STORM DRAIN				
SUBTOTAL OF STORM DRAIN IMPROVEMENTS				\$83,475.00
15% CONTINGENCY				\$12,521.25
TOTAL				\$95,996.25

WATER				
SUBTOTAL OF WATER IMPROVEMENTS				\$746,900.00
15% CONTINGENCY				\$112,035.00
TOTAL				\$858,935.00

SEWER				
SUBTOTAL OF SEWER IMPROVEMENTS				\$293,490.00
15% CONTINGENCY				\$44,023.50
TOTAL				\$337,513.50

TOTAL ALL IMPROVEMENTS	\$3,504,892.38
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PERFORMANCE BOND	\$3,504,892.38
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MATERIALS BOND	\$1,752,446.19
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Exhibit "B"

	UNIT	QUANTITY	UNIT COST	TOTAL COST
STREET				
Install 4" A.C. Pavement Over 10" Class II Aggregate Base	SF	36,230	\$4.50	\$163,035.00
Install 3" A.C. Pavement Over 6" Class II Aggregate Base	SF	184,970	\$3.25	\$601,152.50
Construct Type "B" (8") Curb and Gutter Per City of Coachella Standard Drawing No. S-8.	LF	1,470	\$16.00	\$23,520.00
Construct Type "A" (6") Curb and Gutter Per City of Coachella Standard Drawing No. S-7.	LF	8,655	\$12.00	\$103,860.00
Construct Type "D" (6") Barrier Curb Per City of Coachella Standard Drawing No. S-10.	LF	260	\$10.00	\$2,600.00
Construct Curb Transition, 8" Curb and Gutter to 6" Curb and Gutter, Length=5'.	EA	6	\$80.00	\$480.00
Construct Standard Cross Gutters and Spandrels Per City of Coachella Standard Drawing No. S-14.	SF	12,105	\$8.00	\$96,840.00
Construct Driveway per City of Coachella Standard Drawing No. S-19.1.	SF	26,400	\$5.00	\$132,000.00
Construct Sidewalk Per City of Coachella Standard Drawing No. S-25.1.	SF	35,670	\$4.00	\$142,680.00
Construct ADA Compatible Access Ramp Per City of Coachella Standard Drawing No. S-26.	EA	2	\$500.00	\$1,000.00
Construct ADA Curb Ramp (Case B) Per County of Riverside Standard Drawing No. 403.	EA	20	\$500.00	\$10,000.00
Adjust Water Valve To Grade Per City of Coachella Standards and Specifications. See Separate Water Plan.	EA	37	\$200.00	\$7,400.00

Adjust Sewer Manhole/Cleanout To Grade Per City of Coachella Standards and Specifications. See Separate Sewer Plan.	EA	26	\$200.00	\$5,200.00
Install Street Light Per City of Coachella Standard Drawing No. L-1 and L-2.	EA	24	\$3,000.00	\$72,000.00
Install Access Gates With Knox-Box Per Fire Department Requirements.	EA	1	\$5,000.00	\$5,000.00
Install Stop Bar, Sign Post, Stop Sign and Street Name Sign Per Detail on Sheet 2 and City of Coachella Standard Drawing No. S-27.	EA	12	\$500.00	\$6,000.00
Install Blue Retroreflective Pavement Marker.	EA	12	\$100.00	\$1,200.00
Adjust Irrigation Manhole To Grade Per CVWD Standards and Specifications. See Separate Sewer Plan.	EA	1	\$200.00	\$200.00
Construct Speed Hump with Signage and Striping per City of Coachella Exhibits 1 and 2 on Sheet 17.	EA	5	\$600.00	\$3,000.00
Construct Masonry Block Garden Wall per Detail on Sheet 2. Color, Finish & Details per Landscape Architect's Plans and Separate Permit	LF	3,270	\$60.00	\$196,200.00
Existing Transformer To Be Relocated By I.I.D. w/Contractor coordination	EA	1	\$25,000.00	\$25,000.00
Existing Overhead Electric To Be Undergrounded and Power Poles Removed	LF	1,085	\$300.00	\$325,500.00
SUBTOTAL OF STREET IMPROVEMENTS				\$1,923,867.50
15% CONTINGENCY				\$288,580.13
TOTAL				\$2,212,447.63

STORM DRAIN				
Construct Curb Inlet Catch Basin and Gutter Depression Per City of Coachella Standard Drawing No. SD-1.1 and SD-2.	EA	1	\$4,500.00	\$4,500.00
Construct Combination Inlet Catch Basin and Gutter Depression Per County of Riverside Standard Drawing No. 302 and 312.	EA	3	\$5,000.00	\$15,000.00
Install ADS 12" Drain Basin with Domed Grate.	EA	1	\$100.00	\$100.00
Install 8" HDPE Storm Drain. See HDPE Typical Trench Section on Sheet 16.	LF	20	\$40.00	\$800.00
Install 18" HDPE Storm Drain. See HDPE Typical Trench Section on Sheet 16.	LF	90	\$55.00	\$4,950.00
Install 24" HDPE Storm Drain. See HDPE Typical Trench Section on Sheet 16.	LF	405	\$65.00	\$26,325.00
Install 30" HDPE Storm Drain. See HDPE Typical Trench Section on Sheet 16.	LF	40	\$95.00	\$3,800.00
Install 24" x 8" HDPE WYE.	EA	1	\$2,000.00	\$2,000.00
Install 24" x 45~ HDPE Bend.	EA	2	\$2,000.00	\$4,000.00
Install HDPE Flared End Outlet Structure Per Detail on Sheet 16.	EA	1	\$2,000.00	\$2,000.00
Install Standard Drywell Per City of Coachella Standard Drawing No. SD-4.1 with Grated Cover.	EA	2	\$10,000.00	\$20,000.00
SUBTOTAL OF STORM DRAIN IMPROVEMENTS				\$83,475.00
15% CONTINGENCY				\$12,521.25
TOTAL				\$95,996.25

WATER				
Furnish and Install 8" Class 200 C-900 PVC Water Main with Restrained Joints Per Detail on Sheet 3. See Trench Section CWA Standard Drawing No. W-	LF	5,160	\$85.00	\$438,600.00
Furnish and Install 8" DI Cross with Restrained Joints Per Detail on Sheet 3.	EA	3	\$1,500.00	\$4,500.00
Furnish and Install 8" DI Tee with Restrained Joints Per Detail on Sheet 3.	EA	4	\$1,200.00	\$4,800.00
Furnish and Install 8" DI Gate Valve.	EA	24	\$1,500.00	\$36,000.00
Furnish and Install 8" x 6" DI Reducer.	EA	1	\$600.00	\$600.00
Furnish and Install 8" x 11 1/4" DI Bend with Restrained Joints Per Detail on Sheet 3.	EA	3	\$600.00	\$1,800.00
Furnish and Install 8" x 22 1/2" DI Bend with Restrained Joints Per Detail on Sheet 3.	EA	7	\$600.00	\$4,200.00
Furnish and Install 8" x 45" DI Bend with Restrained Joints Per Detail on Sheet 3.	EA	13	\$600.00	\$7,800.00
Furnish and Install 1" Water Service for 3/4" Meter Per CWA Standard Drawing No. W-8.	EA	107	\$900.00	\$96,300.00
Furnish and Install 6" Wet Barrel Fire Hydrant Assembly including Gate Valve and Tee Per CWA Standard Drawing	EA	12	\$6,500.00	\$78,000.00
Contractor to Remove and Dispose of Existing 4" Blow-Off Assembly and Connect to Existing 8" DI Water Main Under Direct CWA Inspection.	EA	3	\$1,500.00	\$4,500.00
Contractor to Furnish and Install 18" x 3/8" Thick Steel Casing Centered on Sewer Lateral Crossing 10' Each Way. See Detail on Sheet 2.	EA	3	\$15,000.00	\$45,000.00

Contractor to Furnish and Install 18" x 3/8" Thick Steel Casing Centered on Storm Drain Crossing 10' Each Way. See Detail on Sheet 2.	EA	1	\$15,000.00	\$15,000.00
For Irrigation Purposes, Furnish and Install 1" Water Service for 3/4" Meter Per CWA Standard Drawing No. W-8.	EA	1	\$900.00	\$900.00
For Irrigation Purposes, Furnish and Install 2" Water Service for 1 1/2" Meter Per CWA Standard Drawing No. W-8.	EA	1	\$1,400.00	\$1,400.00
At All Connection Points, Contractor to Install: (1) 8" Test Plate and (1) 2" Temporary Blow-Off After the Main Has Been Pressure Tested, Bacterial Tested and the Results Have Been Approved by the City. Replace the 2" Temporary Blow-Off with a 2" Brass Plug, Remove the Test Plate and Make The Connection to the City Main.	EA	3	\$2,500.00	\$7,500.00
WATER IMPROVEMENTS				\$746,900.00
15% CONTINGENCY				\$112,035.00
TOTAL				\$858,935.00

SEWER				
Furnish and Install 8" SDR 35 ASTM D3034 PVC Sewer Main per City of Coachella Standard Drawing No. D-4.	LF	3,282	\$45.00	\$147,690.00
Furnish and Install 12" SDR 35 ASTM D3034 PVC Sewer Main per City of Coachella Standard Drawing No. D-4.	EA	260	\$85.00	\$22,100.00
Furnish and Install 48" Inside Diameter Sewer Manhole per City of Coachella Standard Drawing No. D-2.	EA	18	\$4,000.00	\$72,000.00
Furnish and Install 4" SDR 35 ASTM D3034 PVC Sewer Lateral per City of Coachella Standard Drawing No. D-11.	EA	99	\$400.00	\$39,600.00
Furnish and Install 4" SDR 35 ASTM D3034 PVC Sewer Lateral per City of Coachella Standard Drawing No. D-11, Modified per Detail on Sheet 2.	EA	9	\$400.00	\$3,600.00
Contractor To Remove and Dispose of Existing 6" Sewer Cleanout and Connect to Existing 8" PVC Sewer Main Under Direct CWA Inspection.	EA	1	\$2,000.00	\$2,000.00
Contractor To Remove Existing 8" Plug/Cap and Connect to Existing 8" PVC Sewer Stub Under Direct CWA	EA	5	\$500.00	\$2,500.00
Contractor To Remove Existing 12" Plug/Cap and Connect to Existing 12" PVC Sewer Stub Under Direct CWA	EA	1	\$500.00	\$500.00
Furnish and Install 4" Inserta Tee Into Existing 12" SDR 21 PVC Sewer Main Under Direct CWA Inspection.	EA	1	\$1,500.00	\$1,500.00
Contractor To Completely Remove and Dispose Existing Sewer Lateral and Cap the Connection at the WYE Under Direct CWA Inspection. Contractor to Maintain Installation Area and Install	EA	2	\$1,000.00	\$2,000.00
SEWER IMPROVEMENTS				\$293,490.00
15% CONTINGENCY				\$44,023.50
TOTAL				\$337,513.50

Assumptions:

1. These quantities are based on the Tract Map No. 38084 Street and Storm Drain Plan completed on 09/23/2021 and the Water and Sewer Plans completed on 8/4/21.
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.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 38084

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ \$3,504,892.38

Surety: Argonaut Insurance Company

Attorney-in-fact: Matthew Erra

Address: 225 W. Washington, 24th Floor

Chicago IL 60606

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ \$1,752,446.16

Surety: Argonaut Insurance Company

Attorney-in-fact: Matthew Erra

Address: 225 W. Washington, 24th Floor

Chicago, IL 60606

CASH MONUMENT SECURITY: \$ _____

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. SUR0067892
INITIAL PREMIUM: \$10,515
SUBJECT TO RENEWAL

CITY OF COACHELLA
PARCEL/TRACT MAP NO. 38084 IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Coachella, 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. 38084 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated OCTOBER 13, 2021 ("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 Argonaut Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Illinois, 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 Five Hundred Four Thousand Eight Hundred Ninety Two and 38/100 dollars (\$3,504,892.38), 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.

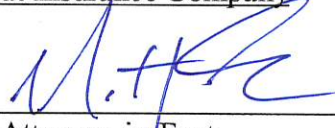
As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any 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 Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the 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 at Phoenix, Arizona, this 11th day of October, 2021.

Pulte Home Company, LLC
Principal
By: 
Assistant Treasurer
Gregory S. Rives
(print name)

Argonaut Insurance Company
Surety
By: 
Attorney-in-Fact
Matthew Erra
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

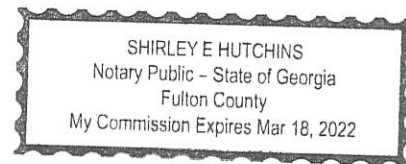
This record was acknowledged before me on October 11, 2021, appeared Gregory S. Rives, Assistant Treasurer, of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022



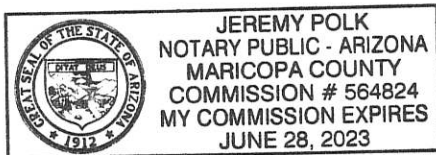
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 10/11/21 before me personally appeared **Matthew Erra** 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 'Jeremy Polk', written over a horizontal line.

Notary Signature

Jeremy Polk
Commission Number 564824
Commission Expires June 28, 2023

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeremy Polk, Matthew Erra

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$75,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

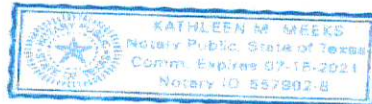
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy 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 Company, on the 11th day of October, 2021.



James Bluzard

James Bluzard, Vice President-Surety

BOND NO. SUR0067892
INITIAL PREMIUM: included with Performance Bond
SUBJECT TO RENEWAL

CITY OF COACHELLA
PARCEL/TRACT MAP IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Coachella, 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. 38084 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated OCTOBER 13, 2021 ("Improvement Agreement");

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

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Argonaut Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of One Million Seven Hundred Fifty Two Thousand Four Hundred Forty Six and 19/100 DOLLARS, (\$1,752,446.16), said sum being not

less than 100% of the total cost of the Public Improvements under the terms of 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 the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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.

This bond is executed and filed to comply with Section 66499 *et seq.* of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. 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 California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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.

IN WITNESS WHEREOF, the seal and signature of the 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 at Phoenix, Arizona, this 11th day of October, 2021.

Pulte Home Company, LLC

Principal

By: _____


Assistant Treasurer


Gregory S. Rives

(print name)

Argonaut Insurance Company

Surety

By: _____


Attorney-in-Fact

Matthew Erra

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

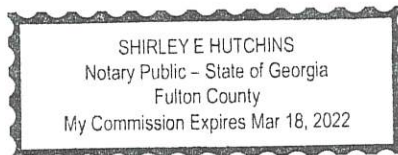
This record was acknowledged before me on October 11, 2021, appeared Gregory S. Rives, Assistant Treasurer, of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022



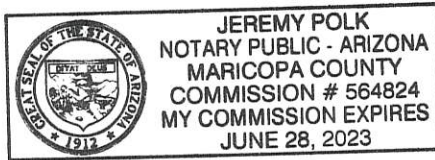
ACKNOWLEDGEMENT

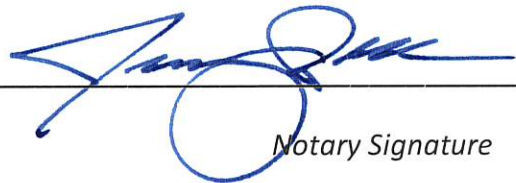
State of Arizona

County of Maricopa

On 10/11/21 before me personally appeared **Matthew Erra** 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

Jeremy Polk
Commission Number 564824
Commission Expires June 28, 2023

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POWER OF ATTORNEY

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Jeremy Polk, Matthew Erra

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Argonaut Insurance Company

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Weeks

(Notary Public)

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James Bluzard

James Bluzard, Vice President-Surety