

**ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO
SUBDIVISION IMPROVEMENT AGREEMENT**

AMENDED TRACT 31774

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT ("Assignment Agreement") is made and entered into as of the 29 day of MAY, 2024, ("Effective Date") by and among the CITY OF CATHEDRAL CITY, a municipal corporation ("City"), GID CAMPANILE, LLC, a Delaware limited liability company ("Assignor"), and WH CAMPANILE 141, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A City and Assignor entered into that certain Subdivision Improvement Agreement ("SIA"), dated June 22, 2012 for Amended Tract No. 31774, pursuant to which Assignor, as "Subdivider" defined in the SIA, agreed to plan for, install, construct and complete certain public and private improvements in and upon the private and public streets and lots within Amended Tract No. 31774, as more fully described in Exhibit "B" of the SIA ("Improvements");

B Assignor did not complete all of the Improvements within Amended Tract No. 31774 within the time periods allotted in the SIA and as a result the SIA was extended and amended, the last amendment being Amendment No. 3, dated November 3, 2020, which set forth various schedules for the completion of the improvements, and made certain changes in the improvement securities posted by Assignor per the terms of the SIA.

C On or about May 17, 2021 and on November 1, 2021, Assignor conveyed to Assignee, pursuant to the terms of a sale agreement, all remaining vacant lots within Amended Tract No. 31774, with the understanding that Assignee intended to build out the vacant lots and complete all unfinished and remaining public and private improvements within Amended Tract No. 31774.

D The lots within Amended Tract No. 31774 conveyed to Assignee are described in Exhibit "A", attached hereto and incorporated by this reference. The missing and incomplete public and private improvements remaining within Amended Tract No. 31774 are described in Exhibit "B", which is also attached hereto and incorporated by reference.

E In conjunction with such conveyances, Assignor desires to assign the SIA and all rights and obligations of said SIA and Amendments thereunder, to Assignee, and Assignee desires to assume Assignor's position with respect to the SIA and of Assignor's rights and obligations under the SIA and Amendments, subject to the terms of this Assignment Agreement.

F In connection with the foregoing described assignment and assumption, the City and Assignee have agreed to certain modifications to the SIA as set forth herein, to be effective upon full execution of this Assignment Agreement by all parties hereto.

AGREEMENT

NOW, THEREFFORE, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals: The Recitals as set forth above are true and correct and are hereby incorporated into this Assignment Agreement by this reference as though set forth in full herein.

2. Assignment and Assumption: Assignor hereby assigns to Assignee all of the Assignor's rights, title, and interest in and to, and obligations under, the SIA, and Assignee hereby assumes all rights, title, and interest in and to, and obligations under, the SIA and Amendments thereto. City consents to the foregoing assignment and assumption, subject to the terms and conditions set forth herein.

3.. Improvement Security: Pursuant to the SIA and Amendments thereto, and concurrent with the Assignee's execution of this Assignment Agreement, Assignee agrees to post Improvement Securities, as defined in the SIA, in a form as approved by the City Attorney for the following purposes and in the following amounts:

A For the completion of three (3) street lights on Ramon Road frontage of Amended Tract No. 31774 and for the completion of six (6) street lights on the McCallum Way frontage of Amended Tract No 31774, the sum of Thirty Three Thousand Four Hundred Eighty dollars (\$ 33,480.00), in the form of a good and sufficient corporate surety bond, or other form of acceptable improvement security, guaranteeing faithful performance of this work, and the sum of Sixteen Thousand Seven Hundred Forty dollars (\$ 16,740.00) in the form of a good and sufficient corporate surety bond, or other acceptable form of improvement security, guaranteeing payment for labor and materials.

B For the completion of all remaining final monumentation, setting of lot corners and preparation and submittal of centerline ties, Forty Five Thousand dollars (\$ 45,000.00) in the form of a refundable cash deposit, which shall be refunded at such time as all such monuments and lot corners have been acceptably set and the surveyor has been paid.;

4. Subsection 1(c) of the Original Subdivision Agreement, dated June 22, 2012, as amended by the Third Amended Agreement, is hereby amended to read as follows:

(c) Assignee shall complete the construction, installation and energization of three (3) City standard LED street lights on Ramon Road and six (6) City standard LED street lights on McCallum Way, all as shown on the approved and revised off-site improvement plans for Amended Tract 31774, all to City and Southern

California Edison Company standards and specifications, on or before August 31, 2025 (the "Amended Completion Date");

5. Concurrent with the execution of this Assignment Agreement, and pursuant to Chapter 8.54 of the Municipal Code, Assignee shall prepare and submit a Fugitive Dust Control Applicant form and Agreement in a form as approved by the City, and in conjunction therewith, and for the prevention of blow sand, dust and PM-10 pollution from remaining vacant and unimproved areas of Amended Tract No. 31774, shall deposit with the City the sum of Thirty Thousand dollars (\$30,000.00) in the form of a refundable cash deposit, which shall be refunded at such time as the threat of fugitive dust has been eliminated by the development of the vacant and unimproved lots.

6. It is the intention of this Assignment Agreement that all missing and incomplete public and private improvements described in Exhibit "B" shall be constructed, installed and completed in an orderly and logical fashion by Assignee as construction and completion of the single family residences on the vacant lots within Amended Tract No. 31774 occurs, so that the buyers and residents of those homes may enjoy completed streets, parkways, common areas and amenities. It is expected that such single family home construction will be done by Assignee in increments by the issuance of building permits on groups of vacant lots. Therefore, the parties agree that all missing and incomplete improvements outlined in Exhibit "B" shall be installed, completed and provided by Assignee in accordance with the schedule outlined in Exhibit "C", which is attached hereto and incorporated by reference. If, prior to the issuance of any building permits on the vacant lots in Campanile, the Assignee, his successor, agent, assign, contractor or merchant builder, wishes to amend the schedule in Exhibit "C", he shall submit to the City Director of Engineering a comprehensive alternate plan for the timing, sequencing and extent of the improvements on the private streets and common areas adjacent to and providing access to the group of vacant lots and residences proposed to be built. The Director of Engineering, whose decision is final, may then after review, approve, amend, or disapprove any such alternate plan.

7. Upon execution of this Assignment Agreement by all parties, and after Assignee's posting of acceptable securities as outlined above, the City shall release all of Assignor's previously posted improvement securities, including those previously posted to guarantee faithful performance, payment of labor and materials, setting of monuments and for prevention of blow sand, dust and PM-10 particulate matter.

8. Prior to the issuance of any building permits after the effective date of this Assignment Agreement, Assignee shall submit to the City Director of Engineering Certificates of Insurance as required by Section 25 of the June 22, 2012 Subdivision Improvement Agreement, showing the coverages, indemnified parties, additional insured parties, endorsements and other information as required for the Liability Insurance and Workers Compensation Insurance required in said Sections.

9. Except as modified by this Assignment Agreement, all other terms, conditions and covenants set forth in the said June 22, 2012 Subdivision Improvement Agreement, and the First,, Second and Third Amendments thereto, shall remain in full force and effect.

10. Full copies of the June 22, 2012 Subdivision Agreement recorded on October 4, 2012, as Instrument No. 2012-0474063, and Amendment No. 1 thereto, recorded on October 9, 2014, as Instrument No. 2014-0386679, and Amendment No. 2 thereto, recorded on February 22, 2016, as Instrument No. 0067196, and Amendment No. 3 thereto, recorded on December 18, 2020, as Instrument No. 2020-0645210, all in the Official Records of the Riverside County Recorder, are hereby incorporated and made a part of this Assignment Agreement by this reference.

IN WITNESS WHEREOF, the City and the Parties have executed this Assignment Agreement on the year and day first written above.

"ASSIGNOR"


GID CAMPANILE, LLC

a Delaware limited liability company

By: Global Investment & Development, LLC
a California limited liability company

Its: Manager

By:


Joseph Rivani, Manager

"ASSIGNEE"

WH CAMPANILE 141, LLC

A Delaware limited liability company

By: Williams Communities, LLC
A California limited liability company
Its Managing Member

By:

Name:

Its


KYLE MILANO
DIVISION PRESIDENT

"CITY"

OF CATHEDRAL CITY

a Municipal Corporation

By:

Charles P. McClendon
City Manager


ATTEST:

Tracey R. Hermosillo, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO CONTENT:


John A. Corella
Director of Engineering

(Notary acknowledgment of signatures must be attached)

EXHIBIT "A"

**TO ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO
SUBDIVISION IMPROVEMENT AGREEMENT
FOR AMENDED TRACT NO. 31774**

DESCRIPTION OF LAND ACQUIRED BY ASSIGNOR

Amended Tract No. 31774, recorded on March 30, 2006, in Book 399, at Pages 40 through 48, inclusive, of Maps, records of Riverside County:

Lots within Amended Tract No. 31774 owned by GID Campanile, LLC, as described in the Grant Deed recorded on June 25, 2009, as Instrument No. 2009-0323994, in Official Records of Riverside County, include the following:

Lots 4 through 14 inclusive, 37 through 41 inclusive, 45 through 50 inclusive, 81 through 134 inclusive, 153 through 157 inclusive, 161 through 182 inclusive, 242 through 247 inclusive, 250 through 272 inclusive, 275 through 282 inclusive, and 285, and lettered Lots "C" through "F", inclusive, "L" through "O", inclusive and Lots "Q", "S", "V" and "Y".

The above lots are designated by the following Assessor Parcel numbers:

670-510-007, 008, 033 through 040, 053 through 061, 070 and 071;

670-520-005 through 009, 013 through 016, 032 through 036, 040 through 042, 045 through 052, 055, 056, 058, 059, 060 AND 061;

670-530-001 through 026, 029 through 041, 043 through 050; 054, 057, 059 and 061;

670-540-008 through 053, 055, 056, and 057;

670-560-037.

Per Grant Deeds recorded on 5-17-2021, Document No. 2021-0303293, and on 11-1-2021, Document No. 2021-0646190, in Official Records, Riverside County.

EXHIBIT "B"
TO ASSIGNMENT AND ASSUMPTION AND AMENDMENT TO SUBDIVISION
IMPROVEMENT AGREEMENT FOR AMENDED TRACT NO. 31774

IMPROVEMENTS TO BE COMPLETED WITHIN "CAMPANILE"
AMENDED TRACT NO. 31774

1. Via Campanile: improvement of the parkways along both sides of Via Campanile, north of the Via Palermo-Via Genova intersection, and along the west side of Via Campanile, along Lots "BB", 104, 105 and 106, with landscaping, irrigation, hardscape and amenities, similar to other parkways within the Campanile development.
2. The north gate entrance/exit from and to McCallum Way shall be completed and made operable, to the satisfaction of the Campanile homeowners association, including required emergency fire department access hardware, lighting, landscaping and irrigation improvements..
3. Final asphalt capping of Via Firenze (Lot "F"), Via Palermo (Lot "L"), and a portion of Via Genova (Lot "K"). Capping shall include the raising to final grade of all manhole covers, valve caps, vault structures and other substructures in the pavement area, and the removal of the partial paving around existing manholes and water valves, and the removal and repaving of any failed sections of existing pavement, all as directed by City Inspector.
4. Ramon Road: installation of three (3) arterial standard LED street light fixtures, per standards indicated on the approved Ramon Road improvement plans, including payment of all applicable costs and fees to Southern California Edison related to their installation and energization.
5. McCallum Way: installation of six (6) residential standard LED street light fixtures, per standards indicated on the approved McCallum Way improvement plans, including payment of all applicable costs and fees to Southern California Edison related to their installation and energization.
6. Landscape Lots "S", "V", and common Lot "BB": completion of landscaping, irrigation, hardscape and amenities, similar to other parkways within the Campanile development.
7. Removal of parking lot paving and improvements on Lots "Y", 47 and 285, and the completion of landscaping, irrigation, hardscape and amenities on Lot "Y", similar to other common lots within the Campanile development.
8. Installation of or replacement of decorative street lights where required along Via Firenze, Via Palermo, Via Genova and Via Milano.
9. Monuments: installation of all unset survey monuments, property corners and centerline markers, and submittal of centerline tie sheets, as shown on the

recorded map of Tract No. 31774 (Amended) and as described in the "Monument Notes" on said map.

All survey and setting of monuments shall be performed by the Surveyor of Record, shown on the recorded map. Any change or substitution of the Surveyor of Record shall be done per the provisions of Sec. 66498 of the State Subdivision Map Act. Upon completion of the above described monument work, the Surveyor of Record shall submit a certification to the City Engineer that the survey work as described above has been completed, and that he has been paid in full for such services.

10. Retention basins: Retention basin on Lot "O" shall be excavated and cleaned to provide design capacity, and shall be improved with drain entries, subdrains, decorative fencing and walls, and slope facing in accordance with plans to be approved by the City Director of Engineering. A permanent monument shall be placed at the bottom of the basin to indicate the design bottom elevation for long term maintenance purposes.

Retention basins on Lots "M" and "N" shall be excavated and cleaned of all debris and overgrowth to provide design capacity as approved by the City Director of Engineering. A permanent monument shall be placed at the bottom of the basin to indicate the design bottom elevation for long term maintenance purposes.

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EXHIBIT "C"
SCHEDULE OF COMPLETION OF IMPROVEMENTS

For any group of building permits issued on vacant lots fronting or taking access to Via Firenze or Via Palermo, the street shall be paved with a final cap of asphalt, to provide a finished street, extending across the entire frontage of the permitted lots, and extending to the already completed Via Campanile (Lot "E"), which work shall include the installation or repair of decorative street lights and parkway landscaping. Such improvements shall be completed prior to final building inspection on any of the last 30% of the number of permits issued in that group.

A total of fifty-eight (58) lots acquired by Assignee take access to Via Firenze. Prior to the final building inspection of building permits issued on any of the last 25 of these lots, the improvement of landscape Lot "S" shall be completed, with landscaping, irrigation, hardscape and other improvements, similar to existing improvements on Lots "I", "U" and "W" elsewhere in the Campanile development, and retention basin Lot "O" . shall be excavated and cleaned to original design capacity and dimensions, and shall be improved with required drainage inlets, subdrains, decorative walls, fences, slope facing, landscaping and irrigation, all in accordance with plans to be approved by the Director of Engineering.

Likewise, a total of forty-six (46) lots acquired by Assignee take access to Via Palermo. Prior to the final building inspection of building permits issued on any of the last 20 of these lots, the improvement of landscape Lot "V" shall be completed, with landscaping, irrigation, hardscape and other improvements, similar to existing improvements on Lots "I", "U" and "W" in the Campanile development.

Nineteen (19) vacant lots acquired by Assignee take access to portions of Via Genova (Lot "K") that are not completed and three (3) vacant lots take access to already fully improved portions of Via Genova. For any group of building permits issued on vacant lots fronting or taking access to Via Genova (Lot "K"), the street shall be paved with a final cap of asphalt, to provide a finished street, extending across the entire frontage of the permitted lots, extending to the already completed portion of Via Genova, which work shall include the installation or repair of decorative street lights and parkway landscaping. Such improvements shall be completed prior to final building inspection of building permits issued on any of the last eight (8) building permits issued in that group.

There are a total of sixty-five (65) vacant lots acquired by Assignee which front either Via Genova or Via Palermo. Prior to the final building inspection of building permits issued on any of the last twenty (20) building permits issued on any of these vacant lots, the improvement of both common Lot "BB", adjoining Via Campanile, and the parkway along the west side of Via Campanile, shall be completed with landscaping, irrigation, hardscape and amenities, similar to other common lots and parkways within the Campanile development.

Assignee acquired a total of one hundred forty-one (141) vacant residential lots within the Campanile development. Prior to the final building inspection of building permits issued on any of the last forty (40) of these lots, the following improvements shall be completed:

- a. improvement of the parkways on both sides of Via Campanile, north of the Via Palermo-Via Genova intersection, and the west side, south of this intersection, shall be completed with landscaping, irrigation, hardscape and amenities, similar to other parkways within the Campanile development;
- b. the north entry-exit gate to McCallum Way on Via Campanile shall be completed and made operable, including emergency vehicle entry capability, and related lighting, landscaping, and irrigation to the satisfaction of the Campanile homeowners association and the City Fire Department.
- c. Retention basins on Lots "M" and "N" shall be excavated and cleaned of all debris and overgrowth to provide design capacity as approved by the City Director of Engineering. A permanent monument shall be placed at the bottom of the basin to indicate the design bottom elevation for long term maintenance purposes.

Within ninety (90) days after the completion and final inspection of any group of new residences, and after completion of the fronting street improvements, all missing lot corners, survey monuments and other points related to such lots or streets shall be set by the surveyor of record, who shall certify such completion in writing to the Director of Engineering.

The three (3) street lights on Ramon Road and six (6) street lights on McCallum Way shall be constructed and installed, and shall be completed and operable not later than August 31, 2025.

///

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 Los Angeles

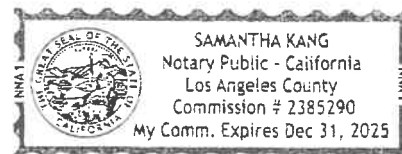
On May 22, 2024 before me, Samantha Kang, notary public
(insert name and title of the officer)

personally appeared JOSEPH RIVANI
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 Samantha Kang (Seal)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of LOS ANGELES

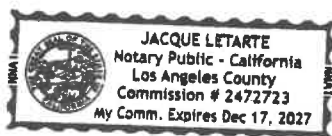
On 5-29-24 before me, JACQUE LETARTE, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared KYLE MILANO
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

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: _____

Bond No.: PB03010410098
Bond Fee: \$167.00 Annually

**FAITHFUL PERFORMANCE BOND SUBDIVISION
IMPROVEMENT AGREEMENT
AMENDED TRACT NO. 31774
(California Government Code § 66499.1)
PUBLIC AND PRIVATE IMPROVEMENTS**

WHEREAS, the City Council of the City of Cathedral City, State of California, and WH Campanile 141, LLC, a Delaware Limited Liability Company, (hereinafter designated as "Principal"), have entered into an Agreement pursuant to California Government Code Section 66462 whereby Principal agrees to install and complete certain designated public and private improvements, which said Agreement, dated _____, 20____, and identified as "Assignment and Assumption Agreement and Amendment to Subdivision Improvement Agreement, Amended Tract No. 31774" (hereinafter designated as "Agreement"), is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement, to furnish a good and sufficient bond for the faithful performance of said Agreement; and

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company, (hereinafter designated as "Surety"), a corporation organized and doing business under and by virtue of the laws of California and duly licensed to transact surety business in the State of California, are held firmly bound unto the City of Cathedral City (hereinafter designated as "City") in the penal sum of Thirty Three Thousand Four Hundred Eighty Dollars (\$ 33,480.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, 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 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 the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond,

Bond No.: PB03010410098
Bond Fee: \$167.00 Annually

and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety named herein, on May 29, 2024.

PRINCIPAL:

WH CAMPANILE 141, LLC
A Delaware Limited Liability Company

By: Williams Communities, LLC
A California limited liability company
Its Managing Member

By: [Signature]
Name: _____
Its: _____

APPROVED:

City of Cathedral City

[Signature]
John A. Corella, PE
Dir. Of Engineering/Public Works

APPROVED AS TO FORM:

City of Cathedral City

By _____
City Attorney

SURETY:

Philadelphia Indemnity Insurance Company

Surety Company name

By: [Signature]
Sarah Campbell, Attorney-In-Fact

800 E. Colorado Blvd. 6th Floor Pasadena Ca 91101

Mailing Address and City

213-689-0554 - scampbell@lockton.com

Phone & E-mail



Principal and Surety signatures must be notarized and Acknowledgment of Authorized Representative/Attorney in Fact must be attached for both Principal and Surety. Three (3) originals must be executed.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

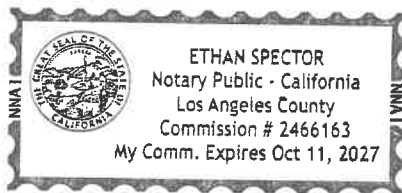
State of California

County of LOS ANGELES

On MAY 29 2024 before me, ETHAN SPECTOR, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ☒ whose name ☒ is/ ☒ subscribed to the within instrument and acknowledged to me that ☒ she/ ☒ executed the same in ☒ her/ ☒ authorized capacity ☒, and that by ☒ her/ ☒ signature ☒ on the instrument the person ☒, or the entity upon behalf of which the person ☒ 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

Place Notary Seal and/or Stamp Above

Signature of Notary Public
 ETHAN SPECTOR, NOTARY PUBLIC

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

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: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Timothy J. Noonan, Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato and Sarah Campbell of Lockton Companies Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

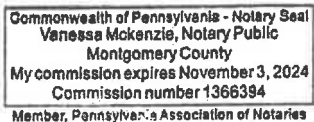


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of May, 2024.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }

County of LOS ANGELESOn 5-30-24 before me, JACQUE LETARTE, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared KYLE MILANO
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

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: _____

Bond No.: PB03010410098

Bond Fee: included in performance bond

**LABOR AND MATERIAL BOND
SUBDIVISION IMPROVEMENT AGREEMENT
AMENDED TRACT NO. 31774
(California Government Code § 66499.2)
PUBLIC AND PRIVATE IMPROVEMENTS**

WHEREAS, the City Council of the City of Cathedral City, State of California, and WH Campanile 141, LLC, a Delaware Limited Liability Company, (hereinafter designated as "Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public and private improvements, which Agreement, dated _____, 20__, and identified as "Assignment and Assumption Agreement and Amendment to Subdivision Improvement Agreement, Amended Tract No. 31774" (hereinafter designated as "Agreement"), 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 City of Cathedral City (hereinafter designated as "City") to secure the claims to which reference is made in Title 3, (commencing with *Section 9000*) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the Principal and the undersigned as corporate surety (hereinafter designated as "Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with *Section 9000*) of Part 6 of Division 4 of the Civil Code in the sum of Sixteen Thousand Seven Hundred Forty Dollars (\$ 16,740.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City 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 3 (commencing with *Section 9000*) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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.

Bond No.: PB03010410098
Bond Fee: included in performance bond

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety named herein, on May 29, 2024.

PRINCIPAL:

WH CAMPANILE 141, LLC
A Delaware Limited Liability Company

By: Williams Communities, LLC
A California limited liability company

By: [Signature]
Name: _____
Its: _____

APPROVED AS TO FORM:
City of Cathedral City

By _____
City Attorney

APPROVED:
City of Cathedral City

By [Signature]
John A. Corella, PE
Dir. of Engineering/Public Works

SURETY:

Philadelphia Indemnity Insurance Company
(Surety company name)

By: [Signature]
Sarah Campbell, Attorney-In-Fact

800 E Colorado Blvd. 6th Floor Pasadena CA 91101
(mailing address and city)

213-689-0554 - scampbell@lockton.com
(phone and E-mail address)



Principal and Surety signatures must be notarized and Acknowledgment of Authorized Representative/Attorney in Fact must be attached for both Principal and Surety. Three (3) originals must be executed.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

County of LOS ANGELES

On MAY 29 2024

Date

before me, ETHAN SPECTOR, NOTARY PUBLIC

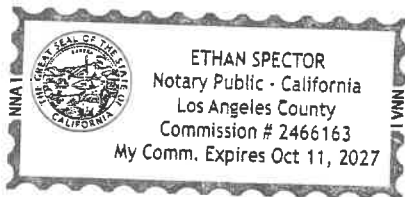
Here Insert Name and Title of the Officer

personally appeared

SARAH CAMPBELL

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ whose name ~~(X)~~ is/ ~~was~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~it~~ executed the same in ~~his~~/her/~~its~~ authorized capacity ~~(X)~~, and that by ~~his~~/her/~~its~~ signature ~~(X)~~ on the instrument the person ~~(X)~~, or the entity upon behalf of which the person ~~(X)~~ 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

Place Notary Seal and/or Stamp Above

Signature of Notary Public
ETHAN SPECTOR, NOTARY PUBLIC

OPTIONAL

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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: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Timothy J. Noonan, Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato and Sarah Campbell of Lockton Companies Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

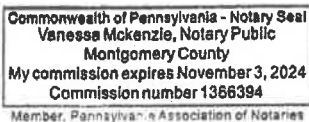


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

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Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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County of LOS ANGELES }On 5-30-24 before me, JACQUE LETARTE, NOTARY PUBLIC
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Signer is Representing: _____

Signer's Name: _____

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Signer is Representing: _____