

**AMENDMENT NO. 9 TO SUBDIVISION IMPROVEMENT  
AGREEMENT FOR TRACT NO. 32558**

**THIS NINTH AMENDMENT** to the Subdivision Improvement Agreement for Tract No. 32558 ("Amendment No. 9") is entered into this 30<sup>th</sup> day of September, 2022, by and between PALM SPRINGS CLASSIC, LLC, a Delaware Limited Liability Company, ("Subdivider"), and the CITY OF CATHEDRAL CITY, a Municipal Corporation ("City"). The Subdivider and the City are from time to time collectively referred to herein as the "Parties".

**RECITALS**

**WHEREAS**, the City and Subdivider previously entered into that certain Subdivision Agreement for Tract No. 32558, dated November 9, 2005 (the "Original Agreement"), in connection with the development of Tract No. 32558, located at the North end of San Joaquin Drive, Westerly of the Whitewater River, and Easterly of the Escena development in the neighboring City of Palm Springs; and

**WHEREAS**, the City and Subdivider amended the Original Agreement to extend the completion date of the public and private improvement work by entering into Amendment No. 1 to Subdivision Improvement Agreement for Tract. No. 32558 dated April 20, 2009 ("Amendment No. 1"); and

**WHEREAS**, the City and Subdivider thereafter further amended the Original Agreement and the above Amendment No. 1 by entering into Amendment No. 2 to Subdivision Agreement for Tract No. 32558 dated July 21, 2011 ("Amendment No. 2"); Amendment No. 3 to Subdivision Agreement for Tract No. 32558 dated June 6, 2012 ("Amendment No. 3"); and Amendment No. 4 for Tract No. 32558, dated April 11, 2013 ("Amendment No. 4") and Amendment No 5 for Tract No. 32558, dated September 25, 2014 ("Amendment No. 5"), and Amendment No. 6 for Tract No. 32558, dated December 13, 2017, ("Amendment No. 6"); and Amendment No. 7 for Tract No. 32558 dated October 2, 2020 ("Amendment No. 7"); and Amendment No. 8 for Tract No. 32558, dated June 23, 2021 ("Amendment No. 8"); and

**WHEREAS**, Section 1.b of the Original Agreement, as amended by Amendment No. 1 and further amended by Amendment Nos. 2, 3, 4, 5, 6, 7 and 8 (such Original Agreement, as amended by Amendment Nos. 1, 2, 3, 4, 5, 6, 7 and 8, to be hereinafter referred to as the "Eighth Amended Agreement"), required that all of the public and private improvement work in and around said Tract No. 32558 was to have been completed by Subdivider by October 1, 2022; and

**WHEREAS**, some of the required public and private improvements were completed since the execution of the Original Agreement, but not all of the said improvements within said Tract No. 32558 were completed by the time limits specified in the above Amendments; and

**WHEREAS**, pursuant to the Grant Deed recorded on October 7, 2021, as Instrument No. 2021-0596434, in Official Records of Riverside County, California, ownership of all the lots within Tract No. 32558 was conveyed to EMP1, LLC, which Grant Deed is incorporated herein by this reference; and

**WHEREAS**, Paragraph 19 of the Original Improvement Agreement provides that upon the sale, transfer or other disposition of all or any portion of the subdivision prior to completion of the improvements, Subdivider may request a Novation of the Original Improvement Agreement, or other such release or assignment and assumption agreement and a substitution of securities by the new owner or assignee (hereinafter collectively for purposes of this section, "Successor"). Subdivider has requested that certain of its interests and obligations in Tract No. 32558 be transferred to and assumed by EMP1, and a Termination, Release and Assumption Agreement ("TRA") to this effect is being executed by EMP1 and Subdivider together with this Amendment No. 9; and

**WHEREAS**, Subdivider has agreed to continue to be responsible for the completion of certain Public improvements within Tract No. 32558, namely the completion of all public improvements on and related to Diamond Road (Lot "A" of said Tract No. 32558) and in accordance with Paragraph 21 of the Original Improvement Agreement has requested an additional extension of time in which to complete said improvements; and

**WHEREAS**, Section 21 of the Eighth Amended Agreement provides that for good cause, the time for commencement of the construction or completion of the improvements may be extended by the City Manager of City; and

**WHEREAS**, there appearing to be good cause, the Parties hereto desire to extend the date for completion of the public and private improvements on Diamond Road within said Tract No. 32558 by the approval and execution of this Amendment No. 9 to the Eighth Amended Agreement.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Amendment No. 9 by this reference, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Subdivider hereby agree as follows:

1. Section 1.b of the Eighth Amended Agreement is hereby amended to read as follows:

1.b Complete at Subdivider's own expense, all the public and private improvement work on and related to Diamond Road, within Tract Map No. 32558 as required on the Tentative Map and Resolution of Approval in conformance with approved Improvement Plans and the City standards, including setting all required monuments, corners and survey markers thereon, by not later than October 1, 2023 (the "Amended Completion Date").

2. Section 2 of the Eighth Amended Agreement is hereby amended to read as follows:

2.a. To assure faithful performance and completion of all work and improvement on Diamond Road, Subdivider shall provide a good and sufficient security, in a form approved by City, in the amount of Four Hundred Seven Thousand Dollars (\$ 407,000.00). In lieu of new security, the present faithful performance bond in the amount of \$764,249 (Bond # 839718-S) may be reduced to this new amount by Rider issued by the Surety in a form as approved by the City.

2.b. To assure payment to any contractor, subcontractor, persons renting equipment or furnishing labor or materials for the improvements required to be constructed on Diamond Road, Subdivider shall provide an additional security in the amount of Two Hundred and Three Thousand Five Hundred Dollars (\$ 203,500.00). In lieu of a new security, the present labor and materials bond in the amount of \$601,900 (Bond #839718-S) may be reduced to this new amount by Rider issued by the Surety in a form as approved by the City.

2.d. To assure the placement of survey monuments, lot corners, and centerline points and ties as required on Diamond Road, Subdivider shall furnish a cash bond in the amount of \$ 8,625.00.

The amounts of the above securities for faithful performance, for labor and materials and for setting of final monuments in Diamond Road, are based upon estimates which have been reviewed and approved by the City and are attached hereto as Exhibit "A".

All of the above securities shall be furnished by Subdivider concurrently with Subdivider's execution of this Amendment.

3. In the event that the existing surety bonds issued by Ohio Casualty Insurance Company are maintained by Subdivider, or reduced by Rider as outlined above, then concurrent with the execution of this Amendment No. 9, Subdivider shall submit to the City written consent to this Amendment No. 9 signed by an authorized representative of the Ohio Casualty Insurance Company, ("Surety"), which assumed the obligations of Subdivider's former corporate surety, Developers Surety and Indemnity Company. Such written consent shall (i) be attached to this Amendment No.9 and (ii) be accompanied by a current Power of Attorney/Attorney in Fact for the Surety with a notary's acknowledgement of Surety's signature; and (iii) state all of the following:

(a) Surety expressly affirms its obligation to keep all bonds furnished under Section 2 of the Eighth Amended Agreement and this Amendment No. 9 in full force and effect through:

(i) the Amended Completion Date (October 1, 2023); or

(ii) any date(s) through which completion is extended as permitted under Section 21 of the Eighth Amended Agreement or as further amended by this Amendment No. 9; or

(iii) the running of any applicable statute of limitations to enforce the bonds, whichever of these three dates occurs last; and

(b) Surety expressly agrees to waive any default or default(s) of Subdivider (noticed or unnoticed) which may have occurred under the Eighth Amended Agreement; and

(c) Surety expressly agrees to all other modifications made to the Eighth Amended Agreement by this Amendment No.9.

4. In accordance with Section 19 of the Eighth Amended Agreement, Subdivider acknowledges and agrees that its obligations under the Eighth Amended Agreement, as amended by the provisions of this Amendment No. 9, remain in full force and effect as to the completion of all improvements on and related to Diamond Road, notwithstanding the change in ownership of the balance of the property within Tract No. 32558, which is now owned by EMP1, LLC. .

5. This Amendment No. 9 shall only become effective as of the date all the following have occurred: (a). All parties have executed the TRA; (b). EMP1, LLC, has executed a new Improvement Agreement covering the remaining improvements within Tract 32558 and has provided bonds and securities satisfactory to the City; (c.) Subdivider has executed this Amendment No. 9 and has provided the improvement securities outlined herein, in a form as approved by the City.

Should any party fail to execute the above instruments and provide the required securities, and following any applicable cure periods, the TRA and this Amendment No. 9 shall be of no force or effect and Subdivider shall remain liable for the performance of all work on Tract 32558 under the term of the Original Agreement.

6. Full copies of the Original Agreement, and Amendment Nos. 1 and No. 2 thereto, were recorded in the Official Records of Riverside County, California as Instrument No. 2011-0358017 on August 15, 2011, and Amendment No. 3 was likewise recorded as Instrument No. 2012-0284132 on June 20, 2012, and Amendment No. 4 was likewise recorded as Instrument No. 2013-0272897 on June 7, 2013, and Amendment No. 5 was recorded as Instrument No. 2014-0386678 on October 9, 2014, and Amendment No. 6 was recorded as Instrument No. 2017-0530120 on December 18, 2017, and Amendment No. 7 was recorded as Instrument No. 2020-0645208, on December 18, 2020, and Amendment No. 8 was recorded as Instrument No. 2021-0405225 on July 6,

2021. . All such documents are incorporated into and made part of this Amendment No. 9 by this reference.

7. Except as otherwise amended by this Amendment No. 9, all other terms, conditions and covenants set forth in the Eighth Amended Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City and the Subdivider have executed this Amendment No. 9 on the year and day first written above.

**"SUBDIVIDER"**

**PALM SPRINGS CLASSIC, LLC**  
a Delaware Limited Liability Corporation

By: Lennar Homes of California, LLC.,  
a California Limited Liability Company,  
as Managing Member:

By: 

Geoffrey Smith  
Printed name

Vice President  
Title

**"CITY"**

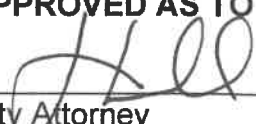
**CITY OF CATHEDRAL CITY**  
a Municipal Corporation

By: \_\_\_\_\_  
Charles P. McClendon  
City Manager

**ATTEST:**

\_\_\_\_\_  
Tracey R. Hermosillo, CMC  
City Clerk

**APPROVED AS TO FORM:**

  
City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Director of Engineering/Public Works

## NOTARY ACKNOWLEDGEMENT

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 Riverside )

On 09-30-2022, before me Kim Strutton, a

notary public, personally appeared Geoffrey Smith, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kim Strutton (SEAL)  
Signature



## **EXHIBIT "A"**

### **SUMMARY OF IMPROVEMENT SECURITIES REQUIRED**

The following improvement security amounts are based upon estimates prepared by MSA Consulting, Inc. dated September 2, 2022, which are attached hereto.

Required security for faithful Performance:	\$407,000
Required security for labor & materials:	\$203,500
Required security for monumentation:	\$ 8,625

**ENGINEER'S OPINION OF PROBABLE COST FOR TRACT NO. 32558  
DIAMOND ROAD STREET AND STORM DRAIN REPAIR**

**Prepared for:  
EMPI, LLC  
4131 S Main Street  
Santa Ana, CA 92707**

**Tract Map No. 32558**

**Project Location:**

**Escena**

**in the City of Cathedral City**

**September 2, 2022**

**MSA JOB # 1609**

**MSA CONSULTING, INC.**

> PLANNING > CIVIL ENGINEERING > LAND SURVEYING

34200 Bob Hope Drive, Rancho Mirage, CA 92270

760.320.9811 [msaconsultinginc.com](http://msaconsultinginc.com)





**ONSITE IMPROVEMENTS**

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>Street and Storm Drain</b>				
Existing Block Wall Repair and Paint To Match.	LF	1,550	\$20.00	\$31,000.00
Slope and Landscape Regrading per original Improvement Plan.	SF	17,914	\$4.00	\$71,656.00
Remove and Replace Broken, Chipped, or Cracked Wedge Curb and Sidewalk including ADA Access Ramps and Truncated Domes.	LF	250	\$35.00	\$8,750.00
Grind Existing Street 0.15' and Cap with HMA PG70-10 1/2" Mix. (Includes Crack Seal)	SF	63,052	\$3.50	\$220,682.00
Clean Catch Basins and verify Integrity of Structure and Pipe. Add Filter Baskets to Inlets.	EA	2	\$1,000.00	\$2,000.00
Remove and Replace Tube Steel Fencing at End of Diamond Road and Along East Side of Diamond Road, North of DWA Well Site.	LF	435	\$40.00	\$17,400.00
Install Barrier and Signage at End of Diamond Road per City and County Standards.	LS	2	\$1,000.00	\$2,000.00
Install Pipe Rail Gate at Easement Road over Main Storm Drain Pipe South of DWA Well Site.	EA	1	\$500.00	\$500.00
<b>SUTOTAL OF STREET AND STORM DRAIN REPAIR</b>				<b>\$353,988.00</b>

## SUMMARY

DESCRIPTION	TOTAL COST
Summary	
Street and Storm Drain Repair	\$353,988.00
<b>SUTOTAL OF ALL IMPROVEMENTS</b>	<b>\$353,988.00</b>
<b>15% CONTINGENCY</b>	<b>\$53,098.20</b>
<b>TOTAL</b>	<b>\$407,086.20</b>

### Assumptions:

- 1 This estimate is based on current Diamond Road condition and punch list provided by City of Cathedral City Public Works Inspector.
- 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.

Executed in Triplicate

Bond No.: 024264567  
Bond Fee: \$1,018.00 / annum

**FAITHFUL PERFORMANCE BOND  
SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT NO. 32558**  
(California Government Code § 66499.1)  
**DIAMOND ROAD IMPROVEMENTS**

**WHEREAS**, the City Council of the City of Cathedral City, State of California, and Palm Springs Classic, LLC, a Delaware Limited Liability Company (hereinafter designated as "Principal"), have entered into Amendment No. 9 to Subdivision Improvement Agreement for Tract No. 32558 pursuant to California Government Code section 66462 whereby Principal agrees to install and complete certain designated public street improvements on Diamond Road, which said Amendment No. 9, dated November 4th, 2022, (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 Liberty Mutual 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 Four Hundred Seven Thousand Dollars (**\$407,000.00**), 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, 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.

**Bond No.:** 024264567  
**Bond Fee:** \$1,018.00 / annum

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety named herein, on October 27, 2022.

**APPROVED AS TO CONTENT:**

City of Cathedral City  
A Municipal Corporation

By \_\_\_\_\_  
Charles P. McClendon  
City Manager

**PRINCIPAL:**

Palm Springs Classic, LLC  
A Delaware Limited Liability Company  
By: Lennar Homes of California, LLC,  
a California limited liability  
company, as Managing member:

By: \_\_\_\_\_  
Geoffrey Smith/Vice President

**APPROVED AS TO FORM:**

City of Cathedral City

By \_\_\_\_\_  
\_\_\_\_\_  
City Attorney

**APPROVED:**

City of Cathedral City

By \_\_\_\_\_  
Dir. Of Engineering/Public Works

**SURETY:**

Liberty Mutual Insurance Company  
Surety Company

Amanda Turman-Avina  
Signature of Authorized Representative

Amanda Turman-Avina, Attorney-in-Fact  
Printed name

175 Berkeley Street, Boston, MA 02116

Surety Address and City

(617) 357-9500

Contact Phone and 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.***

## 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 Riverside)

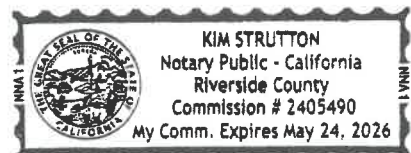
On 11-04-2022 before me, Kim Strutton, Notary Public  
(insert name and title of the officer)

personally appeared Geoffrey Smith,  
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 Kim Strutton (Seal)



**Acknowledgment by Principal if Corporation or Limited Liability Company**

STATE OF California

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the  
county and state aforesaid, do hereby certify that \_\_\_\_\_  
who as, \_\_\_\_\_ signed the foregoing writing for  
Palm Springs Classic, LLC a corporation/LLC  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of  
the said corporation/LLC.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Seal \_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

State of Texas  
County of Harris } ss:

On 10/27/2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Amanda Turman - Arina

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

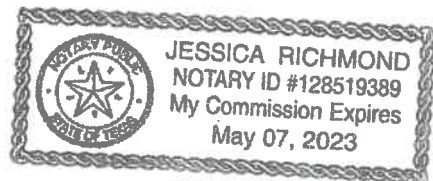
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires May 7, 2023

Jessica Richmond

Jessica Richmond

Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204866

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Amanda Turman-Avina

all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company



By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA SS  
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:   
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2022



By:   
Renee C. Llewellyn, Assistant Secretary



Executed in Triplicate

Bond No.: 024264567

Bond Fee: Included in Performance Bond

**LABOR AND MATERIAL BOND  
SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT NO. 32558**

(*California Government Code § 66499.2*)

**DIAMOND ROAD IMPROVEMENTS**

**WHEREAS**, the City Council of the City of Cathedral City, State of California, and Palm Springs Classic, LLC, a Delaware Limited Liability Company (hereinafter designated as "Principal") have entered into Amendment No. 9 to Subdivision Improvement Agreement for Tract No. 32558 whereby the Principal agrees to install and complete certain designated public street improvements on Diamond Road, which said Amendment No. 9, dated November 4<sup>th</sup>, 2022, (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 Two Hundred Three Thousand Five Hundred Dollars (**\$203,500.00**), 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

**Bond No.:** 024264567  
**Bond Fee:** Included in Performance Bond

change, extension, alteration or addition.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety named herein, on October 27, 2022.

**APPROVED AS TO CONTENT:**

City of Cathedral City

By \_\_\_\_\_  
Charles P. McClendon  
City Manager

**PRINCIPAL:**

Palm Springs Classic, LLC  
A Delaware Limited Liability Company  
By: Lennar Homes of California, LLC,  
a California limited liability  
company, as Managing Member:

By: \_\_\_\_\_  
Geoffrey Smith/Vice President

**APPROVED AS TO FORM:**

City of Cathedral City

By \_\_\_\_\_  
City Attorney

**APPROVED:**

City of Cathedral City

By \_\_\_\_\_  
Dir. Of Engineering/Public Works

**SURETY:**

Liberty Mutual Insurance Company  
Surety Company

Amanda Turman-Avina  
Signature of Authorized Representative

Amanda Turman-Avina, Attorney-in-Fact  
Printed name

175 Berkeley Street, Boston, MA 02116

Surety Address and City

(617) 357-9500

Contact Phone and 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.**

## 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 Riverside )

On 11-04-2022 before me, Kimi Strutton, Notary Public  
(insert name and title of the officer)

personally appeared Geoffrey Smith,  
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 K. Strutton (Seal)



## Acknowledgment by Principal if Corporation or Limited Liability Company

STATE OF California

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the  
county and state aforesaid, do hereby certify that \_\_\_\_\_  
who as, \_\_\_\_\_ signed the foregoing writing for  
Palm Springs Classic, LLC a corporation/LLC  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of  
the said corporation/LLC.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Seal

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

State of Texas  
County of Harris } ss:

On 10/27/2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Amanda Turman-Arma

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

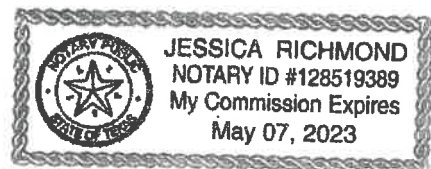
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires May 7, 2023

Jessica Richmond

Jessica Richmond

Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204866

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Turman-Avina

all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company



By: *David M. Carey*

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2022



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary