AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS

WHEREAS, the undersigned, Century Communities of California, LLC, referred to herein as the "Developer", whose principal street address is 4695 MacArthur Court, Ste 300, Newport, CA 92660, whose mailing address, if different, is and whose telephone number is (949) 234-8952, has made application to the City of Riverside, referred to herein as the "City", for approval of project designated Tract 38489; and

WHEREAS, the Developer has not completed all of the work, or made all of the improvements required as a condition of approval of the project and desires to enter into a contract for the completion of the work and the installation of the improvements and to furnish security for the performance of this contract;

NOW, THEREFORE, in consideration of the approval of above designated project by the City, and as a condition of such approval, the Developer promises and agrees at the Developer's own expense to do all of the work and make all of the improvements required which work and improvements, without limitation by enumeration, consist of the following:

Curb and gutter, curb and gutter removal, sidewalk, A.C. overlay, driveway approach, signage and striping, and appurtenances; all or some of which as shown on street plans.

The above enumeration of items is understood to be only a general designation of the work and improvements, and not a binding description thereof. All of the work shall be done and improvements made and completed as shown on and in strict compliance with applicable plans and specifications, and any subsequent alterations thereto. Alterations in the plans and specifications and the work to be performed may be accomplished without giving prior notice thereof to the surety; however, the amount of the surety's obligations shall not be changed. In no event shall such change result in exonerating the surety's obligations. Such work shall be completed and improvements made within one year from the date of this agreement, unless such time be extended by the City upon written application of the Developer.

As a condition of granting a time extension, the City at its option may require a new security and agreement to reflect any revised estimated cost, as determined by the City, of the work and the improvements for the period covered by the time extension.

It is understood that by providing security for this agreement, the surety consents in advance to any extension of time as may be given by the City to the Developer and waives notices of such extension. The making of an application for an extension of time by the Developer shall, upon

performance of this contract will be Seventeen Thousand One Hundred and 00/100 dollars (\$17,100.00). In addition, the Developer shall provide security in the amount of Eight Thousand Five Hundred Fifty and 00/100 dollars (\$8,550.00) to guarantee payment to any contractors, subcontractors, and persons furnishing labor, materials, and equipment to them for the performance of the work herein described. The labor and material security may be released six months after written acceptance of the improvements by the City providing no claims have been filed with the City against the security. The security to quarantee performance and payment to laborers and material suppliers shall be in the form corporate surety bonds (letter of credit, time certificate of deposit, passbook account, cash deposit, or corporate surety bonds).

The Developer acknowledges and agrees to City regulations governing signs and advertising structures. Developer agrees and consents to removal by the City of all signs erected, placed, or situated in violation of any City ordinance governing size, location or required permits. Removal shall be at the expense of the Developer and Developer shall indemnify and hold the City free and harmless from any claim or demand arising out of or incurred as a result of such removal, excepting negligent acts or omissions by the City, its agents or employees. Developer agrees that said signs may be erected only pursuant to a permit issued by the City upon payment of necessary fees or deposits.

Developer acknowledges The that installation of the improvements under this agreement is the Developer's sole responsibility and the Developer is not relieved of this responsibility should the Developer sell or transfer title to the property for which these improvements are Should the Developer wish to transfer responsibility for the required improvements, written application must be made to the City requesting agreement and bond forms be prepared for the new Developer reflecting the current estimated cost, as determined by the City, construct all of the required improvements. Upon submittal by the new Developer, and acceptance of the new agreement and security by the City, the previous agreement and security may be released in its entirety.

IN WITNESS WHEREOF, this Developer above named on	agreement has been duly executed by the January 16, 2024.
(Names and signatures must be the same as on security and City Attorney's Office must approve both this agreement and the security)	Century Communities of California La Developer By Morm of Hildebrand Signature Thomas J. Hildebrandt, VICe President Name and Title
	Public Works City Engineer By 4/9/24 Checked by:

Approved as to Form:

By:

Brandon S. Mercer Deputy City Attorney

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 County	of California y ofOran	ge)
On	April 1, 2024	before me,	Devin Broderick, a Notary Public
person	ally appeared	Thomas J. Hildebrand	(insert name and title of the officer)
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 i 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.			
WITNE	ESS my hand and	official seal.	DEVIN BRODERICK Notary Public - California Orange County Commission # 2393478 My Comm. Expires Feb 9, 2026
Signati	ure		_ (Seal)

LABOR AND MATERIAL BOND (CONSTRUCTION)

WHEREAS, the City of Riverside, a municipal corporation of the State of California, and Century Communities of California, LLC, hereinafter referred to as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain, designated public improvements, which said agreement, dated "Lagrangesta", 2024, and identified as Agreement for Construction of Improvements for project designated as Tract 38489, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, said principal and Hartford Fire Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut , and duly licensed by the State of California for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, and held firmly bound unto the City of Riverside and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Eight Thousand Five Hundred Fifty and 00/100 dollars (\$8,550.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said 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 of Riverside in successfully enforcing such obligations, 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 thereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said 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.

IN WITNESS WHEREOF, this instrum Principal and Surety above named on	ent has been duly executed by the January 16 , 2024.		
Century Communities of California, LLC Principal By Monu A Mulleur A Section 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Hartford Fire Insurance Company Surety By Attorney-in-fact Richard H. Mitchell CA License No. 0H56218 One Hartford Plaza Address of Corporate Surety		
NATHAN MUSTAFA	Hartford, CT 06155 - 0001 City Zip Code		
Approved as to Form:	(860) 547-5000 Phone Richard H. Mitchell		
By: Brandon S. Mercer Deputy City Attorney	Producer (Bond Issuing Agent) 2000 International Park Drive, Suite 600 Address Birmingham, AL 35243		
	City Zip Code (205) 581-9412 Phone		

2

Signature of Attorney-in-fact to be acknowledged before a Notary

NOTE:

Public.

Attach Power of Attorney.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES LLC

Agency Code: 21-250036

X Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut		
X Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana		
X Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut		
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut		
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana		
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois		
Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana		
Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida		
having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,		
up to the amount of Unlimited:		
Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie LA, R.E. Daniels,		
Shelby E. Daniels of Pensacola FL, Christopher C. Gardner of Union MS, Samuel F.		
Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel,		
Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama		

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by \boxtimes , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

















Shuby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPlerre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone
My Commission HH 122280

Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of <u>January 16</u>, 2024

Signed and sealed in Lake Mary, Florida.

















Keith Dogois

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 truthfullness, accuracy or validity of that document.

	• • • • • • • • •		· • • • • • • • • • • • • • • • • • • •
State of Alabama			
County of Jefferson			
On January 16, 2024	before me,	Courtney Hitt Weiss, Notary Public	Marian, hykstimus ope if obvioces a til 1 de sumarios,
personally appeared	and the second statement of the second secon	litchell, Attorney-in-Fact	وينزين ومواريق والإنجاز الدوموم الماضية والمعادمة والمطالبة والماضية
Who proved to me on the basis of satisfactory to be the person(s) whose name(s) is/are s to the within instrument and acknowledged the/she/they executed the same in his/her/their acapacity(les), and that by his/her/their signature instrument the person(s), or the entity upon which the person(s) acted, executed the instru	evidence subscribed to me that authorized a(s) on the behalf of	or Names of Signor(s)	
I certify under PENALTY OF PERJURY under the State of California that the foregoing paragrand correct.			
Witness my hand and official seal. Signature Notary viole Signature My commission expires: November 29, 2026	Demos OPTIONA	Place Notary Public Seel Above	kelah saramah Kilinga kiha saranja di Sajakin Saranja di Sajakin di Malaksa kela
Though the information below is not required by law, it may and realt		n to another document.	audulent removal
Description of Attached Document			
Title or Type of Document			· ·
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Signer's Name:			
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ACKNOWLEDGMENT

A notary public or other officer completing this

Signature

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 Orange County of _____ Devin Broderick, a Notary Public March 26, 2024 before me, (insert name and title of the officer) Thomas J. Hildebrandt personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. DEVIN BRODERICK WITNESS my hand and official seal. Notary Public - California Orange County Commission # 2393478

(Seal)

My Comm. Expires Feb 9, 2026

FAITHFUL PERFORMANCE BOND (CONSTRUCTION)

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

Hartford Fire

NOW, THEREFORE, we, the Principal and <u>Insurance Company</u>, a corporation organized and doing business under and by virtue of the laws of the State of <u>Connecticut</u>, and duly licensed by the State of California for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the City of Riverside, in the penal sum of **Seventeen Thousand One Hundred and 00/100 dollars (\$17,100.00)** 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 is the above bounded principal, his, her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to or abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his, her 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 of Riverside, 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.

The Surety and Principal further agree that in the event the work and improvements are not completed within the time allowed by the said agreement or any extension or extensions thereof as may be granted by the City of Riverside, the City of Riverside may, at its option, and in addition to any other remedies available by law, complete or arrange for completion of said work and improvements, and all costs and expenses therefor shall become a debt due and owing said City of Riverside, as set forth in said agreement.

As a part of the obligation security 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 of Riverside in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety and Principal further agree that this bond may be reduced to ten percent of the face amount of this bond or \$300, whichever is greater, and continue, after completion and acceptance of the work and improvements in writing by the City of Riverside, for one year from the date of acceptance to guarantee said improvements against any defective work or labor done, or defective materials furnished, in performance of the contract with the City of Riverside.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on January 16 , 2024.

Princip	al		9	
Century	Communities	of Calit	formia,	LEG
Ву /	roman A.	Milo	du	
1	13	4/9/24	F	

NATHAN MUSTAFA

Surety Hartford Fire Insurance Company

Attorney-in-fact Richard H. Mitchell CA License No. 0H56218

One Hartford Plaza
Address of Corporate Surety

 Hartford, CT
 06155 - 0001

 City
 (Zip Code)

(860) 547-5000 Phone

Approved as to Form:

Richard H. Mitchell

Producer (Bond Issuing Agent)

Brandon S. Mercer Deputy City Attorney 2000 International Park Drive, Suite 600 Address

Birmingham, AL 35243 City (Zip Code)

(205) 581-9412 Phone

Note: Signature of Attorney-in-fact to be acknowledged before a Notary Public. Attach Power of Attorney.

POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD

BOND, T-11 One Hartford Plaza Hartford, Connecticut 06155 Bond. Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES LLC Agency Code: 21-250036 Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut

Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois

Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie LA, R.E. Daniels, Shelby E. Daniels of Pensacola FL, Christopher C. Gardner of Union MS, Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by 🖂 and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

















Wby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Cicconc

My Commission HH 122280 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 16,

Signed and sealed in Lake Mary, Florida.

















CALIFORNIA ALL-PURPOSE 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 truthfullness, accuracy or validity of that document.

State of Alabama		
County of Jefferson		
On January 16, 2024	before me,	Courtney Hitt Weiss, Notary Public
personally appeared	Richard H. M	Iitchell, Attorney-in-Fact
Who proved to me on the basis of satisfact to be the person(s) whose name(s) is/and to the within instrument and acknowledge he/she/they executed the same in his/her/their capacity(les), and that by his/her/their signal instrument the person(s), or the entity up which the person(s) acted, executed the in	cory evidence e subscribed ed to me that elir authorized ture(s) on the on behalf of	l or Names of Signer(s)
I certify under PENALTY OF PERJURY under the State of California that the foregoing parand correct.		
Witness my hand and official seal. Signature Moiay Public Signature November 29, 2016	Werd OPTION	Place Notary Public Seaf Above
Though the information below is not required by law, it and	may prove valuable to ti reattachment of this fon	he persons relying on the document and could prevent fraudulent removal in to another document.
Description of Attached Document		
Title or Type of Document		
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☐ Individual ☐ Corporate Officer - Title(s): ☐ Partner - ☐ Limited ☐ General ☐ Guardian or Conservator ☒ Attorney-in-Fact ☐ Trustee ☐ Other: ☐ Signer is representing ☐ Hartford Fire ☐ Insurance Company	RIGHT THUMBPRINT OF SKINER Top of Inumb	☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner - ☐Limited ☐ General ☐ Guardian or Conservator ☐ Attorney-in-Fact ☐ Trustee ☐ Other: ☐ Signer is representing

ACKNOWLEDGMENT

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

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

WITNESS my hand and official seal.

Signature ____

(Seal)

