## **GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, Pulte Home Company, LLC (owner/principal,
hereinafter referred to as "Principal"), and Berkley Insurance Company (surety), a
company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter
referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ 175,002.00 *
(hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors,
administrators and assigns.
WHEREAS, Pulte Home Company, LLC (principal) is owner of the
Subdivision known as Reunion Phase 9
Subdivision, which subdivision is shown on a plat prepared by,
Georgia Registered Surveyor Number, and
WHEREAS, Pulte Home Company, LLC (principal) wishes to
induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat
of Reunion Phase 9 Subdivision
for recording purposes, and
WHEREAS, Pulte Home Company, LLC (principal) wishes
to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of
Reunion Phase 9 Subdivision
for public maintenance (not applicable to private developments);
Pulte Home Company, LLC (principal) and
Berkley Insurance Company (surety) agree in consideration of the foregoing,
NOW, THEREFORE BE IT RESOLVED, Pulte Home Company, LLC (principal)
agrees that all construction of the street system of Reunion Phase 9

•	For fifteen (15) months according to the terms and requirements as
Pulte Home Company, LLC	odivision Regulations in force in Hall County, Georgia.
Pulle Home Company, LLC	(principal), and (surety) agree to the following:
Sidewalks will be completed throughou	at entire subdivision as shown on recorded final plat within one (1)
year of signing of said final plat. One is	nch of "F" mix asphalt may be placed anytime prior to final platting
or up to one (1) year after final plat app	roval. In addition, Principal and Surety agree that if either the
sidewalks, cuts, fills, sub-grades, should	ders, pavement, grassing, storm water management facilities, or
traffic signs in Reunion Phase 9	Subdivision are
improperly maintained or are found to b	be defective from faults in design, materials or workmanship as
shown on the recorded Final Plat, or as	set out in the Subdivision Regulations in force in Hall County,
Georgia, then upon demand from Hall (	County,
Berkley Insurance Company	(surety) shall pay the bond amount to Hall
County.	
Terms of Guaranty:	
Pulte Home Company, LLC	(principal) and
Berkley Insurance Company	(surety) shall be bound by the provisions of
this agreement until a properly authorized letter	is received by
Berkley Insurance Company	(surety) from Hall County authorizing release of
Pulte Home Company, LLC	(principal) and
Berkley Insurance Company	(surety) from this Guaranty Agreement.
NOTWITHSTANDING the above prov	visions, this Guaranty Performance/Maintenance Agreement is
hereby issued on March 7, 2023	(Date) and expires on March 7, 2025
(Data minimum 24 months from data of issues	ca) and the Iccuer will have no more lightlity after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNE	SS WHEREOF	F, the undersigne  March	the undersigned have hereunto signed their names and affixed their seals, this  March , 2023			
	u., o.	•	Pulte Home Company, LLC PRINCIPAL  By: SEE ATTACHED Gregory S. Rives, Assistant Treasurer  Principal's Address: 2475 Northwinds Pkwy #600 Alpharetta, GA 30090			
A Co		•	Berkley Insurance Company SURETY  By:  (Authorized Representative) Jeremy Polk, Surety's Address: 475 Steamboat Rd  Greenwich, CT 06830			
		•	Approved: Hall County By:(Chairman)			

executed this 1	day of	March	_, 2023.
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## Pulte Home Company, LLC

**PRINCIPAL** 

BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

## **ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA)

**COUNTY OF COBB)** 

) ss.

Notary Public - State of Georgia Cobb County My Commission Expires Feb 21, 2026

This record was acknowledged before me on March 7, 2023, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

(s

T. JESSICA MASK
Notary Public State of Georgia

My Commission Expires: February 21, 2026

\* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

## POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jeremy R. Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of 2021 Attest: Berkley Insurance Company MSURANCE DRPORM M. Hafter Ira S. Lederman 1975 Executive Vice President & Secretary Viçe President OKLAWARE STATE OF CONNECTICUT) ) ss: COUNTY OF FAIRFIELD , by Ira S. Lederman Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of July 2021 and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN respectively, of Berkley Insurance Company. NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES Notary Public, State of Connecticut APHIL 30, 2024 CERTIFICATE I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a

true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attisting of the state of this date.

Some of the company, this \_

Some of the Company, this \_

SEAL 1975 OCLAWARE

7th day of

Vincent P. Forte