

Attachment F

New Securities

PUBLIC IMPROVEMENTS FAITHFUL PERFORMANCE BOND

(To Be Used With Subdivision Improvement Agreement or Construction/Excavation Permit)

Tract Map No.: Master Tract Map No. 17584; Overlying
Tract Map Nos. 17585, 17586, 17587, 17588 and
Tract Map Nos. 17582 and 17583

Bond No.: 08BSBIW4829

Case No.: ESUB21-00007; ESUB21-00008; EDSU21-00010;
ESUB21-00011; ESUB21-00005;
ESUB21-00006

Premium: \$205,241.00

WHEREAS, the City Council of the City of Victorville, County of San Bernardino, State of California, and LGI Homes - California, LLC

(hereinafter "Principal") have entered into a Subdivision Improvement Agreement (hereinafter referred to as "Agreement") whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated , 20 , and identified as Tract Map No. Master # 17584 and

Case No. ESUB21-00007; ESUB21-00008; EDSU21-00010;
ESUB21-00011; ESUB21-00005;
ESUB21-00006 for Lane's Crossing, Phase 1

Improvement(s), is hereby referred to and made a part hereof; and,

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

NOW THEREFORE, we, the Principal and Hartford Fire Insurance Company, a corporation of the State of Connecticut, doing business under and by virtue of the laws of the State of California and duly licensed to conduct a general surety business in the State of California, as surety, (hereinafter "Surety"), are held and firmly bound unto the City of Victorville, a municipal corporation (hereinafter "City"), in the penal sum of Fourteen Million Six Hundred Sixty Thousand, One Hundred Five Dollars and 64/100 dollars, (\$ 14,660,105.64), 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 the 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 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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

**Public Improvements
Faithful Performance Bond**

Tract Map No.: Master # 17584

Case No.: ESUB21-00007; ESUB21-00008; ESUB21-00011; ESUB21-00005; ESUB21-00006
ESUB21-00010

Bond No.: 08BSBIW4892

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 anywise 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 July 12, 2022

LGI Homes - California, LLC

Name of Principal (Applicant)

By: 

By: Charles Merdian

Chief Financial Officer

By: _____

Hartford Fire Insurance Company

Name of Surety Company

By: 

By: Grace J. Gray

Attorney-In-Fact

By: _____

Mailing Address:

1450 Lake Robbins Drive, Suite 430

Address of Principal

The Woodlands, Texas 77380

City, State Zip Code

One Hartford Plaza

Address of Surety Company

Hartford, Connecticut 06156

City, State Zip Code

ABOVE-SIGNATORIES MUST BE NOTARIZED

APPROVED AS TO FORM:

Risk Manager

City 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: MOUNTAINONE INSURANCE AGENCY INC

Agency Code: 08-087624

- ☒ 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 :**

Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien,
William R. Robinson of NORTH ADAM, Massachusetts

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.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, 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 Ciccone

Jessica Noelle Ciccone
My Commission #FF029702
Expires June 20, 2021

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 July 12, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Individual Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to be known,
and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____

Notary Public

Firm Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to be known to me

to be a member of the firm of _____
described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

Corporation Acknowledgement

State of Texas }
County of Montgomery } ss.

On this 15th day of July, 2022, before me personally came

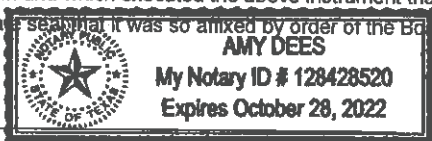
Charles Mordian to be known to me

who being by me duly sworn, did depose and say that he is the Chief Financial Officer

of LGI Homes - California, LLC

the corporation described in and which executed the above instrument that he knows the seal of said corporation; the the seal affixed to said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires _____



Amy Dees

Notary Public

Surety Acknowledgement

State of Massachusetts }
County of Berkshire } ss.

On this 12th day of July, 2022, before me personally came

Grace J. Gray to be known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of Hartford Fire Insurance Company
the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 7/10/2026



Notary Public

PUBLIC IMPROVEMENTS LABOR AND MATERIALS BOND

(To Be Used With Subdivision Improvement Agreement or Construction/Excavation Permit)

Tract Map No.: Master Tract Map No. 17584; Overlaying
Tract Map Nos. 17585, 17586, 17587, 17588
and Tract Map Nos. 17582 and 17583

Bond No.: 08BSBIW4829

Case No.: ESUB21-00007; ESUB21-00008; EDSU21-00010;
ESUB21-00011; ESUB21-00005; ESUB21-00006

Premium: \$205,241.00

WHEREAS, the City Council of the City of Victorville, County of San Bernardino, State of California, and LGI Homes - California, LLC

(hereinafter "Principal") have entered into a Subdivision Improvement Agreement (hereinafter referred to as "agreement") whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated , 20 , and identified as Tract Map No. Master # 17584 and

Case No.: ESUB21-00007; ESUB21-00008; EDSU21-00010;
ESUB21-00011; ESUB21-00005; ESUB21-00006 for Lane's Crossing, Phase 1

Improvement(s), 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 Victorville 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 of the State of California.

NOW THEREFORE, said Principal and Hartford Fire Insurance Company, doing business under and by virtue of the laws of the State of California and duly licensed to conduct a general surety business in the State of California, as surety, (hereinafter "Surety"), are held and firmly bound unto the City of Victorville, a municipal corporation (hereinafter "City") in the County of San Bernardino, State of California, 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 Seven Million Three Hundred Thirty Thousand Fifty Two Dollars and 82/100 dollars, (\$ 7,330,052.82), lawful money of the United States, 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 City in successfully enforcing such 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.

**Public Improvements
Labor & Materials Bond**

Tract Map No.: Master # 17584

Case No.: ESUB21-00007, ESUB21-00008; ESUB21-00011; ESUB21-00005; ESUB21-00006
ESUB21-00010

Bond No.: 08BSBIW4829

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 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 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 July 12, 2022.

LGI Homes - California, LLC

Name of Principal (Applicant)

By: 

By: Charles Merdian

Chief Financial Officer

By: _____

Mailing Address:

1450 Lake Robbins Drive, Suite 430

Address of Principal

The Woodlands, Texas 77380

City, State Zip Code

Hartford Fire Insurance Company

Name of Surety Company

By: 

By: Grace J. Gray

Attorney-In-Fact

By: _____

One Hartford Plaza

Address of Surety Company

Hartford, Connecticut 06156

City, State Zip Code

ABOVE-SIGNATORIES MUST BE NOTARIZED

APPROVED AS TO FORM:

Risk Manager

City 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

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Agency Code: 08-087624

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
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- ☒ 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 :

Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien, William R. Robinson of NORTH ADAM, Massachusetts

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.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, 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 Ciccone

Jessica Noelle Ciccone
My Commission #FF029702
Expires June 20, 2021

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 July 12, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Individual

Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to be known,
and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____

Notary Public

Firm

Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to be known to me

to be a member of the firm of _____
described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

Corporation

Acknowledgement

State of Texas }
County of Montgomery } ss.

On this 15th day of July, 2022, before me personally came

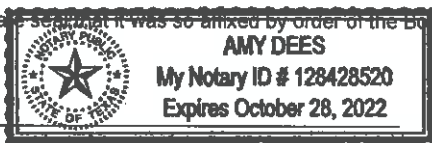
Charles Merdian to be known to me

who being by me duly sworn, did depose and say that he is the Chief Financial Officer

of LGI Homes - California, LLC

the corporation described in and which executed the above instrument that he knows the seal of said corporation; the the seal affixed to said instrument is such corporate seal as it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires _____



Amy Dees
Notary Public

Surety

Acknowledgement

State of Massachusetts }
County of Berkshire } ss.

On this 12th day of July, 2022, before me personally came

Grace J. Gray to be known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of Hartford Fire Insurance Company

the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 7/10/2026



Sue A. O'Neil
Notary Public