ORIGINAL

AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS FOR CLASS 1 SUBDIVISION BETWEEN COUNTY AND OWNER

THIS AGREEMENT, made and entered into by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, (hereinafter referred to as "County"), and MERITAGE HOMES OF CALIFORNIA, INC., a California corporation, duly qualified to conduct business in the State of California, whose principal place of business address is 17851 North 85th Street, Suite 300, Scottsdale, Arizona 85255, and whose local office address is 1671 East Monte Vista Avenue, Suite 214, Vacaville, California 95688 (hereinafter referred to as "Owner"); concerning WEST VALLEY VILLAGE UNIT 5B Phase-2, TM 99-1359R (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the ______ day of ______, 2014.

RECITALS

Owner is vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as West Valley Village Unit 5B Phase-2. Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision.

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County's Board of Supervisors of the Conditions of Approval, and the Final Map to be filed and recorded, the parties agree as follows:

AGREEMENT

OWNER WILL:

1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled Improvement Plans for West Valley Village Unit 5B Phase-2, TM NO. 99-1359R which were approved by the County Engineer, Community Development Agency, Transportation Division, on March 12, 2014. Attached hereto is Exhibit A, marked "Schedule of Improvements;" which is incorporated herein and made by reference a part hereof. The Exhibit describes quantities, units and costs associated with the improvements to be made.

Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County and Owner West Valley Village Unit 5B Phase-2, TM 99-1359R AGMT 13-53756 Page 1 of 7

- 2. Prior to commencing construction, obtain all necessary environmental clearances, acquire any necessary right-of-way and obtain any necessary permits from any outside agencies.
- 3. Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Subdivision Final Map is filed with the El Dorado County Board of Supervisors.
- 4. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and County's, Grading, Erosion and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.
- 5. Post security acceptable to County as provided in Section 16.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owner shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.
- 6. Provide for and pay the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.
- 7. Provide deposit for and pay to County all costs of construction oversight, inspection, administration and acceptance of the work by County in accordance with the County Engineer Fee Schedule adopted by Resolution of the Board of Supervisors of El Dorado County.
- 8. Have as-built plans prepared by a civil engineer acceptable to County's Community Development Agency, Transportation Division and filed with the Transportation Division Director as provided in Section 16.16.060 of the Code.
- 9. Repair at Owner's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.
- 10. To the fullest extent allowed by law, defend, indemnify and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owner, any contractor(s), subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by

statute. This duty of Owner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This duty to indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

- 11. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall also include a requirement that Owner furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County's Risk Management Division.
- 12. Provide continuous, sufficient access to Owner's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.
- 13. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns and personal representatives of Owner.

COUNTY WILL:

- 14. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 16.16.050 of the Code, and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.
- 15. Upon receipt of a Certificate from the County Engineer stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 16.16.040 of the Code.
- 16. Release the security posted in accordance with Sections 16.16.040 and 16.16.052 of the Code.
- 17. Require Owner to make such alterations, deviations, additions to, or deletions from, the improvements shown and described on the plans, specifications, and cost estimates as may be deemed by the County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated.
- 18. Require Owner to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the plans, specifications and cost estimates and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by the County Engineer to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements and County's Grading, Erosion and Sediment Control Ordinances.

- 19. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into County's road system for maintenance.
- 20. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.
- 21. Require Owner to pay County for costs, expenses and reasonable attorneys' fees to be paid by Owner should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owner subsequently proceeds to complete the work.

ADDITIONAL PROVISIONS:

- 22. The estimated cost of installing all of the improvements is Three Million Two Hundred Forty Thousand Four Hundred Ten Dollars and Seventy Cents (\$3,240,410.70).
- 23. Owner shall conform to and abide by all Federal, State and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to the improvement plans and specifications and cost estimates, is to be construed to permit work not conforming to these codes.
- 24. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.
- 25. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.
- 26. Neither this Agreement, nor any part thereof may be assigned by Owner without the express written approval of County.
- 27. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County of El Dorado Community Development Agency Transportation Division 2850 Fairlane Court Placerville, CA 95667

Attn.: Andrew S. Gaber, P.E. Deputy Director

Development/ROW/Environmental

County of El Dorado Community Development Agency Transportation Division 2850 Fairlane Court Placerville, CA 95667

Attn.: Dave Spiegelberg, P.E. Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Meritage Homes of California, Inc. 1671 East Monte Vista Avenue, Suite 214 Vacaville, California 95688 Attn.: Barry Grant, Division President

or to such other location as Owner directs.

- 28. The County officer or employee with responsibility for administering this Agreement is Bard R. Lower, Transportation Division Director, Community Development Agency, or successor.
- 29. Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
- 30. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

--COUNTY OF ELDORADO--

By:	Dated:	
Board of Supervisors "County"		
Attest: James S. Mitrisin Clerk of the Board of Supervisors		
By: Deputy Clerk	Dated:	
Barry Grant Division President "Owner"	S OF CALIFORN Dated: 5/8/	
Notary Ackn	nowledgment Attached	
Agreement to Make Subdivision Improvements fo Class I Subdivision Between County and Owner West Valley Village Unit 5B Phase-2, TM 99-1359		AGMT 13-53756 Page 7 of 7

OWNER

ACKNOWLEDGMENT	
State of California County of Solono	
On May 8, 2014 before me, Rebecca A. Cooldand, Notar, y la (here insert name and title of the officer)	ıbl.
personally appeared <u>Sarry</u> Grant	
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. REBECCA A. GODDARD Commission # 1995642 Notary Public - California Solano County My Comm. Expires Oct 27, 2016	
(Seal)	

Exhibit A Schedule of Improvements





WEST VALLEY VILLAGE UNIT 5B - PHASE 2 ENGINEERS BOND ESTIMATE

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
	EARTHWORK				
1_	Clear and Grub		ac	8,550.00	25,650.00
2	Excavation	10,000	су	5.70	57,000.00
3	Finish Pads	0	ea	350.00	-
4	Retaining Walls - Rockery	0	sf	40.00	-
5	Retaining Walls - Alternate (CMU or Keystone)	0	sf	70.00	
	STREETS & MISCELLANEC				
6	3" AC	78,788	sf	2.05	161,51 <u>5</u> .40
7	8" AB	78,788		2.75	216,667.00
8	Type 1 Rolled Curb & Gutter	4,751	lf	30.50	144,905.50
9_	Type 2 Vertical Curb & Gutter	1,453	lf	30.50	44,316.50
10	Sidewalk	12,939	sf	6.10	78,927.90
11	Extra for Handicapped Ramp	6	ea	2,000.00	12,000.00
12	Barricade	130	If	50.80	6,604.00
13	Commercial Driveway	389	sf	7.50	2,917.50
14	Street Signs	3	ea	406.40	1,219.20
	DRAINAGE				
15	12" Storm Drain	195	If	50.80	9,906.00
16	18" Storm Drain	2,010	If	55.90	112,359.00
17	24" Storm Drain	142	If	61.00	8,662.00
18	CP 4A DI w/Reinforcements	2	ea	800.00	1,600.00
19	CP 4A DI w/48" Manhole Base	9	ea	4,000.00	36,000.00
20	CP 4A DI w/48" Manhole Base w/6Y Gallery	1	ea	5,000.00	5,000.00
21	Std. Grated Inlet	3	ea	3,600.00	10,800.00
22	48" SDMH	6	ea	3,048.00	18,288.00
23	C.P. 6Y Pelican Gallery	1	ea	1,828.00	1,828.00
24	RSP Backing	30	су	81.30	2,439.00
25	Connect to E Drain Line	2	ea	500.00	1,000.00
26	TV Storm Drain	2,279	If	2.05	4,671.95
	SANITARY SEWER				1,27
27	2" Line	269	If	25.00	6,725.00
28	6" Line	3,234	if	40.65	131,462.10
29	Std. 48" SSMH	12	ea	5,000.00	60,000.00
30	Std. 48" SSMH w/Lining	1	ea	8,000.00	8,000.00
31	Gravity Service	48	ea	508.00	24,384.00
32	Pumped Service	8	ea	1,500.00	12,000.00
33	Backwater Valve	25	ea	690.00	17,250.00
34	Cleanout	25	ea	508.00	508.00
35	Tie-In to Existing Line	- 1	ea	1,500.00	1,500.00
36	T.V. Sewer Line	3,234	lf ea	2.05	6,629.70
	II.V. DEWEL LINE	3,234	#	2.05	0,023.70

Exhibit A Schedule of Improvements



WEST VALLEY VILLAGE UNIT 5B - PHASE 2 ENGINEERS BOND ESTIMATE

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
	WATER				
37	8" Line including Fittings	1,266		40.65	51,462.90
38	12" Line including Fittings	1,621		61.00	98,881.00
39	8" Gate Valve	2		1,200.00	2,400.00
40	12" Gate Valve	2	ea	2,340.00	4,680.00
41	Fire Hydrant Assembly	7	ea	2,540.00	17,780.00
42	1" ARV	2	ea	965.20	1,930.40
43	2" BOV	1	ea	711.20	711.20
44	4" BOV	1	ea	2,032.00	2,032.00
45	Tie-In to Existing Line	1	ea	1,500.00	1,500.00
46	Service	44	ea	900.00	39,600.00
	RECYCLED WATER				
47	6" Line including Fittings	2,852	lf	35.60	101,531.20
48	6" Gate Valve	4		905.50	3,622.00
49	1" ARV	2		965.20	1,930.40
50	2" BOV	3		711.20	2,133.60
51	Tie-In to Existing Line	1	ea	1,500.00	1,500.00
52	Service	40	ea	900.00	36,000.00
	DRY UTILITIES			4 222 22	105 000 00
53	Mainline Trenching	66		1,600.00	105,600.00
54	Conduit and Boxes	66		1,219.00	80,454.00
55	Wiring and Transformers	66		1,219.00	80,454.00
56	Utility Service	<u>66</u>	Lot	8,128.00	536,448.00
	MISCELLANEOUS				
57	Erosion Control Measures ad SWPPP Compliance	66	lot	500.00	33,000.00
58	Dust Control	66	lot	200.00	13,200.00
L	Su	h-total Direc	t Cor	struction Cost	2,449,586.45
1	Mobilization-5% of Direct Cost	5%		100 000011 0001	122,479.32
			t Cor	struction Cost	2,572,065.77
		Total Direc		104454511 5551	
1	Bond Enforcement Costs	2%			51,441.32
2	Construction Staking	4%			102,882.63
3	Construction Management	10%			257,206.58
4	Contingency	6%			153,931.77
5	Inspection	4%			102,882.63
	4	·			
		т	otal	Estimated Cost	3,240,410.70
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ls					
A	mar Hein 6/10/14				
CDA - TD	No Exceptions Taken				
	V				···
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		Illia	U	61	11/14
	L L	ID No Exce	ption	s Taken	

3233 Monier Circle = Rancho Cordova, CA 95742 = T (916) 638-0919 = F (916) 638-2479 +

Certificate Of Partial Completion Of Subdivision Improvements

I hereby certify that the following improvements in the West Valley Village Unit 5B, Phase 2

Subdivision have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
Earthwork	\$112,817.25	0.0%	\$112,817.25
Streets & Miscellaneous	\$913,284.65	0.0%	\$913,284.65
Drainage	\$290,136.14	0.0%	\$290,136.14
Sanitary Sewer	\$318,037.90	0.0%	\$318,037.90
Water	\$272,992.22	0.0%	\$272,992.22
Recycled Water	\$174,044.60	0.0%	\$174,044.60
Dry Utilities	\$1,096,034.94	0.0%	\$1,096,034.94
Miscellaneous	\$63,063.00	0.0%	\$63,063.00
Totals	\$3,240,410.70	0.0%	\$3,240,410.70

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be Three Million Two Hundred Forty Thousand Four Hundred Ten Dollars and Seventy Cents (\$3,240,410.70).

The Performance Bond is for the amount of Three Million Two Hundred Forty Thousand Four Hundred Ten Dollars and Seventy Cents (\$3,240,410.70). (100% of Remaining Amount Total,)

The Labor and Materialmens Bond is for the amount of One Million Six Hundred Twenty

Thousand Two Hundred Five Dollars and Thirty-Five Cents (\$1,620,205.35). (50% of the Total

Amount)

DATED

Dayld R. Crøsariol, RCE 34520

CTA Engineering &Surveying

3233 Monier Circle

Rancho Cordova, CA 95742

ACCEPTED BY THE COUNTY OF EL DORADO

DATED: June 2, 2014

Andrew S. Gaber, P.E.

Deputy Director, DRE

Transportation Division

Community Development Agency

SECRETARY'S CERTIFICATE

MERITAGE HOMES OF CALIFORNIA, INC.

I, C. Timothy White, do hereby certify that I am the duly appointed Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation (the "Company").

I also do hereby certify that Barry Grant is the Division President of the Northern California Division of the Company, and is authorized by and on behalf of the Company, to execute documents necessary or appropriate relating to his position as the Company's Division President, including, but not limited to, documents, contracts, and agreements for: (i) the sale of completed homes (attached and detached), including deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions; (ii) the acquisition of real property, including land acquisition contracts, purchase contracts, option contracts, and related ancillary documents (such as deeds, closing documents and instructions); (iii) land planning and development, such as easements, declarations of covenant, conditions and restrictions/condominium declarations, joint development agreements, development agreements; and (iv) general and other contracts and agreements with subcontractors, vendors, service providers, and other third parties in the ordinary course of business.

By:

Dated: May 8, 2014

Name: C. Timothy White

Title: Executive Vice President –

Twhit

Secretary and General Counsel

Bond No.

024057245

Premium

Included in performance bond

LABORERS AND MATERIALMENS BOND FORM

Whereas, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and MERITAGE HOMES OF CALIFORNIA, INC., (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated ______, and identified as the Subdivision Improvement Agreement for West Valley Village Unit 5B - Phase 2 (TM 99-1359R) between the County and the Developer, AGMT # 13-53756, hereby referred to and made 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 County of El Dorado 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, we, the Principal and Liberty Mutual Insurance Company (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of One Million Six Hundred Twenty Thousand Two Hundred Five Dollars and Thirty-Five Cents (\$1,620,205.35), 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 County of El Dorado 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 15 (commencing

Laborers and Materialmens Bond Form for West Valley Village Unit 5B Phase 2, TM 99-1359R Page 1 of 2

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 instrumen	at has been duly executed by the Principal and Surety
above named, onMay 8	, 20 14 .
"Surety"	"Principal"
Liberty Mutual Insurance Company	Meritage Homes of California, Inc
By Breindy Baie	By Sarry Fart
Brandy L. Baich Attorney-in-Fact Print Name	Barry Grant, Division President 1671 East Monte Vista Avenue Suite 214 Vacaville, California 95688

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT
State of California
County of Solano
on May 8, 2014 before me, Refrecca A. Goddard
On May 8, 2014 before me, Rebecca A. Goddard (here insert name and title of the officer)
personally appeared Bay Cy Grant
1
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,
certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct. REBECCA A. GODDARD
WITNESS my hand and official seal. Commission # 1995642 Notary Public - California
Solano County My Comm. Expires Oct 27, 2016
Signature
(Seal)

ARIZONA GENERAL ALL-PURPOSE ACKNOWLEDGMENT

State o	f	Arizona		
County	of	Maricopa		
On _	May 8, 20	14	before me,	Erin J. Brown, Notary Public
	Date			Name and Title of Officer (e.g., "Jane Doe, Notary Public")
person	ally appeared	Brandy L. Ba	ich	V. (2) (2)
				Name(s) of Signer(s)
			-	ly known to me
			☐ proved to	o me on the basis of satisfactory evidence
	ERIN J. BR Hotary Public - State MARICOPACO My Commission April 20, 2	e of Arlachia OUNTY • Expires	instrument a same in his/ signature(s) behalf of wh	rson(s) whose name(s) is/are subscribed to the within and acknowledged to me that he/she/they executed the her/their authorized capacities and that by his/her/their on the instrument the person(s), or the entity upon nich the person(s) acted, executed the said instrument. my hand and official seal.
				Signature of Notary Public
			OPTIONA	L
Though treattachn	the data below is not required nent of this form.	by law, it may prov	e valuable to perso	ns relying on the document and could prevent fraudulent
	CAPACITY CLAIMED	BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
(_)	INDIVIDUAL			
(_)	CORPORATE OFFIC	ER		•
	4			Bond No. 024057245
	TLE(S)			TITLE OR TYPE OF DOCUMENT
	PARTNER(S) ()	LIMITED GENERA		
(v)	ATTODNEY IN EAC	T		NUMBER OF PAGES
(<u>X</u>) (_) (_)	ATTORNEY-IN-FACTRUSTEE(S)	1		
	GUARDIAN/CONSEI	RVATOR		
	OTHER			May 8, 2014 DATE OF DOCUMENT
SIGNE	R IS REPRESENTING	:		DATE OF DOCUMENT
NAME	OF PERSON(S) OR E	NTITY(IES)		n/a
	, ,	. ,		SIGNER(S) OTHER THAN NAMED ABOVE
Liberty	Mutual Insurance Com	nany		

LMS_12873_122013

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 6417641

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

and appoint,Brandy L. Baich; David G. Jensen; Erin Brown; Terry C	Idi, Yicki L. Dreamy
all of the city of <u>Scottsdale</u> , state of <u>AZ</u> each individually if t and deliver, for and on its behalf as surety and as its act and deed, any and all under be as binding upon the Companies as if they have been duly signed by the presider	there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge lertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall nt and attested by the secretary of the Companies in their own proper persons.
N WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorhereto this_15th day ofJanuary	orized officer or official of the Companies and the corporate seals of the Companies have been affixed
Colouring Library Gold Seattlesty Curta	American Fire and Casualty Company The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company
	1) m
STATE OF PENNSYLVANIA SS	By: Affand I. Carey, Assistant Secretary
COUNTY OF MONTGOMERY	
On this 15th day of January 2014, before me personally appear and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Coxecute the foregoing instrument for the purposes therein contained by signing on b	red David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire Company, and West American Insurance Company, and that he, as such, being authorized so to do, behalf of the corporations by himself as a duly authorized officer.
NWITNESS WHEREOF, I have hereunto subscribed my name and affixed my nota	arial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.
	Printed Red Personal Vision By: Linea Pastella
	Teresa Pastella Notary Public
	Contractive Editation harden 22, 2017
his Power of Attorney is made and executed pursuant to and by authority of the follo company, Liberty Mutual Insurance Company, and West American Insurance Comp	owing By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance pany which resolutions are now in full force and effect reading as follows:
o such limitation as the Chairman or the President may prescribe, shall appoint so cknowledge and deliver as surety any and all undertakings, bonds, recognizances a owers of attorney, shall have full power to bind the Corporation by their signature	al of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject uch attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective e and execution of any such instruments and to attach thereto the seal of the Corporation. When so ested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under n, the President or by the officer or officers granting such power or authority.
RTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakir nd subject to such limitations as the chairman or the president may prescribe, shall eal, acknowledge and deliver as surety any and all undertakings, bonds, recognize	ngs. Any officer of the Company authorized for that purpose in writing by the chairman or the president, I appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, zances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their anature and execution of any such instruments and to attach thereto the seal of the Company. When so
ertificate 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, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety
authorization - By unanimous consent of the Company's Board of Directors, the Company, wherever appearing upon a certified copy of any power of attorney issue he same force and effect as though manually affixed.	Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the downward by the Company in connection with surety bonds, shall be valid and binding upon the Company with
Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and West American Insurance Company do hereby certify that the original power of atto companies, is in full force and effect and has not been revoked.	d Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and omey of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said
NTESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of s	
	Que Marine

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Bond No.

024057245

Premium:

\$23,493.00

PERFORMANCE BOND AGREEMENT FORM

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Liberty Mutual Insurance Company

(hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as

Obligee, in the penal sum of Three Million Two Hundred Forty Thousand Four Hundred

Ten Dollars and Seventy Cents (\$3,240,410.70) 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 bound Principal his or its heirs, executors and 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 the County of El Dorado, 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.

This guarantee shall insure the County of El Dorado during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 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 May 8

"Surety"

Liberty Mutual Insurance Company

"Principal"

Meritage Homes of California, Inc

Barry Grant, Division President 1671 East Monte Vista Avenue

Suite 214

Vacaville, California 95688

Brandy L. Baich Attorney-in-Fact

Print Name

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLED	GMENT
State of California County of Solcoo	
On May 8,7014 before me, Rebecce (here	e insert name and title of the officer)
personally appeared	Grant
who proved to me on the basis of satisfactory evided is/are subscribed to the within instrument and acknowled the same in his/her/their authorized capacity(ies), are the instrument the person(s), or the entity upon be the instrument.	nowledged to me that he/she/they executed and that by his/her/their signature(s) on
I certify under PENALTY OF PERJURY under the I foregoing paragraph is true and correct.	aws of the State of California that the
WITNESS my hand and official seal. Signature	REBECCA A. GODDARD Commission # 1995642 Notary Public - California Solano County My Comm. Expires Oct 27, 2016
	(Seal)

ARIZONA GENERAL ALL-PURPOSE ACKNOWLEDGMENT

State of	f	Arizona		
County	of	Maricopa		
On _	May 8, 2	014	before me,	Erin J. Brown, Notary Public
	Date			Name and Title of Officer (e.g., "Jane Doe, Notary Public")
person	ally appeared	Brandy L. Ba	aich	Name(s) of Signer(s)
			M parsanal	Uk known to me
				lly known to me o me on the basis of satisfactory evidence
		Arizona NTY spires	instrument same in his signature(s) behalf of w WITNESS OPTIONA	erson(s) whose name(s) is/are subscribed to the within and acknowledged to me that he/she/they executed the /her/their authorized capacities and that by his/her/their on the instrument the person(s), or the entity upon hich the person(s) acted, executed the said instrument. my hand and official seal. Signature of Notary Public Signature of Notary Public
	nent of this form. CAPACITY CLAIM	ED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
()	INDIVIDUAL	·		
<u> </u>	CORPORATE OFF	ICFR		
	COM CIVIL OFF	·		
				Bond No. 024057245
	TLE(S))		TITLE OR TYPE OF DOCUMENT
	PARTNER(S) (_	_) LIMITEI _) GENERA		
(<u>X</u>)	ATTORNEY-IN-FA	CT		NUMBER OF PAGES
	TRUSTEE(S) GUARDIAN/CONS	EDVATOD		
	OTHER	EKVATUK		May 8, 2014
SIGNE	R IS REPRESENTIN	G:		DATE OF DOCUMENT
	OF PERSON(S) OR			n/a
				SIGNER(S) OTHER THAN NAMED ABOVE
Liberty	Mutual Insurance Co	mnany		

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 6417642

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

POWER OF ATTORNEY

			Vicki L. Breunig		
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	ehalf as surety and as its act an	d deed, any and all undertaki	ngs, bonds, recognizances an	rue and lawful attorney-in-fact to make d other surety obligations, in pursuanc ne Companies in their own proper pers	e of these presents and s
			officer or official of the Compa	anies and the corporate seals of the C	companies have been af
ulei (ku li	of January 201	4		American Fire and Cas The Ohio Casualty Ins Liberty Mutual Insuran	urance Company
				West American Insura	
				By: Wavil I lang	
STATE OF PENNSYLVANI	The state of the s			David M. Carey, Assistant	Secretary
execute the foregoing instr	ument for the purposes therein c	ontained by signing on behali ame and affixed my notarial s	of the corporations by himself eal at Plymouth Meeting, Penr	nsylvania, on the day and year first abo	ve written.
			a – Lie Villers Public de Woll Controller (decire) gestern Laires (geder 2011)	By: LUMA IASU Teresa Pastella , Notary	Public
Company, Liberty Mutual Ir ARTICLE IV - OFFICERS to such limitation as the Cl acknowledge and deliver a powers of attorney, shall h executed, such instruments	Isurance Company, and West An - Section 12. Power of Attorney. I nairman or the President may pr s surety any and all undertakings ave full power to bind the Corpo s shall be as binding as if signed	nerican Insurance Company of Any officer or other official of the rescribe, shall appoint such a bonds, recognizances and or oration by their signature and by the President and attested	which resolutions are now in further Corporation authorized for the tomeys-in-fact, as may be neither surety obligations. Such a execution of any such instruction by the Secretary. Any power	American Fire and Casualty Company, Il force and effect reading as follows: hat purpose in writing by the Chairman cessary to act in behalf of the Corpon attorneys-in-fact, subject to the limitation ments and to attach thereto the seal or or authority granted to any represent officers granting such power or authorit	or the President, and sul ation to make, execute, s as set forth in their respe of the Corporation. Whe ative or attomey-in-fact u
and subject to such limitation seal, acknowledge and de- respective powers of attorn	ons as the chairman or the presid liver as surety any and all under	lent may prescribe, shall apportance, bonds, recognizance the Company by their signatule.	int such attorneys-in-fact, as n is and other surety obligations e and execution of any such in	horized for that purpose in writing by the nay be necessary to act in behalf of the s. Such attorneys-in-fact subject to the struments and to attach thereto the se	Company to make, exe e limitations set forth in
Certificate of Designation fact as may be necessary obligations.	- The President of the Compan to act on behalf of the Company	ny, acting pursuant to the Byla to make, execute, seal, ack	ws of the Company, authorize nowledge and deliver as surety	s David M. Carey, Assistant Secretary y any and all undertakings, bonds, rec	to appoint such attorney ognizances and other si
Company, wherever appea	nous consent of the Company's E ring upon a certified copy of any is though manually affixed.	Board of Directors, the Compa power of attorney issued by	any consents that facsimile or the Company in connection wi	nechanically reproduced signature of th surety bonds, shall be valid and bin	any assistant secretary o ding upon the Company
	Company do hereby certify that	the original power of attorney	sualty Company, The Ohio Cas of which the foregoing is a fu	oualty Insurance Company, Liberty Mul II, true and correct copy of the Power	ual Insurance Company, of Attorney executed by
West American Insurance	and enect and may not been lead	モード ちょかけんかけんけん かりこむ	V-1	$M\Omega M$	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
West American Insurance Companies, is in full force	F. I have hereunto set my hand a	and affixed the seals of said C	ompanies this <u>b</u> day	of VV	-, ²⁰
West American Insurance Companies, is in full force	지어선의 시민은 4차가 가입다	and affixed the seals of said C	ompanies this <u>D</u> day	of 7 v Sy	7

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