

FAITHFUL PERFORMANCE BOND
PROJECT: ROAD & DRAINAGE IMPROVEMENTS – TRACT MAP NO. 18938

WHEREAS, San Bernardino County, State of California and HMZ Holdings LLC (hereinafter designated as "Principal"), have entered into a subdivision agreement (hereinafter "agreement") whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as Assignment, Consent to Assignment and Amendment No. 1 to Agreement for Construction of Improvements and maintenance of improvements, Project: Road and Drainage Improvements- Tract No. 18938 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 the faithful performance of said agreement, and to guarantee the work for a period of one year;

NOW, THEREFORE, we, the Principal and Markel Insurance Company _____ whose place of business is 3131 Camino Del Rio N., Ste. 1450, San Diego, CA 92108, a corporation organized and doing business under and by virtue of the laws of the State of _____ Illinois _____, 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 San Bernardino County, in the sum of **TWO HUNDRED AND FIVE THOUSAND AND ONE HUNDRED AND NINE DOLLARS (\$205,109.00)**, 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, their 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 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 San Bernardino County, its officers, agents and employees as therein stipulated, then this obligation shall be come 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 commenced or completed within the time allowed by the said agreement or any extensions thereof as may be granted by San Bernardino County, they shall be jointly and severally liable to the County for any and all costs incurred by the County in completing the required improvements; including any administrative expenses and attorney's fees incurred in obtaining completion of the required improvements or any such fees and expenses incurred in bringing any action for damages or for any other remedies permitted by law.

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 San Bernardino County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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The Surety and Principal further agree that **10** percent of the face amount of this bond will remain in effect and continue after completion and acceptance of the work and improvements by San Bernardino County 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 San Bernardino County.

The Surety hereby stipulates and agrees that no change, extension of time, alternation 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, alternation or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, said Principal and said Surety have caused this performance bond to be duly executed this 3rd day of April, 2023 .

Principal Name (PRINT/TYPE)

Surety Name (PRINT/TYPE)

Signature (MUST BE NOTARIZED)

Signature (MUST BE NOTARIZED)

Name of Person That Can Accept
Service on Behalf of Surety (Print/Type)

Address Where Service Can Be Made