

**EXHIBIT D**  
**MAINTENANCE BOND**

Bond No. LICX1177024

Principal Amount \$ 306,567.61

***KNOWN ALL MEN BY THESE PRESENTS***, That we **Ravenna LLC** as Principal, and **Lexon Insurance Company**, as Surety, are held and firmly bound unto the County of El Paso, Texas, through El Paso County Judge Ricardo A. Samaniego in his official Capacity, or his successor-in office, as Obligee, in the penal sum of **Three Hundred Six Thousand Five Hundred Sixty Seven Dollars and Sixty One Cents \$306,567.61** to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors. Administrators, successors and assigns jointly and severally, firmly by these presents.

***WHEREAS***, The Principal entered into an agreement by Subdivision Construction Agreement with the County of El Paso, Texas through El Paso County Judge Ricardo A. Samaniego in his official capacity or his successor-in-office dated **December 22, 2023** for **Summer Sky Phase 1**.

***WHEREAS***, Said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of **1** year(s) after County approval of the Maintenance Bond Estimate (Exhibit E) on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period,

***WHEREAS***, The Certified "As-Built" drawings were received by the County on **December 22, 2023**. Upon completion of all of the improvements, the Owner/Developer provided to the County a complete set of "as built " certified by the engineer responsible for preparing the approved construction plans and specifications,

***WHEREAS***, The Complete Acceptance Inspection for **Summer Sky Phase 1** improvements was performed on **July 3, 2024**,

***WHEREAS***, This Maintenance Bond will begin on **July 8<sup>th</sup>, 2024** and expire on **July 8<sup>th</sup>, 2025**

***WHEREAS***, The Principal will notify the Obligee in writing on **March 22, 2025**, 270 (two hundred and seventy) calendar days, after the effective date of this Maintenance Bond to perform a final inspection of all improvements dedicated to the County of El Paso associated with the subdivision,


***WHEREAS***, The Principal is responsible for all repairs and replacements identified by, and to the satisfaction of the Obligee. Said repairs and replacements must be accomplished to the satisfaction of the Obligee by the expiration date of this Maintenance Bond. At the County's discretion, the expiration date may be extended to accommodate the accomplishment of these repairs. Failure to complete the repairs within the required time shall be considered a condition of default under this bond.

***NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH*** that, The Obligee after final acceptance of the work, and after acceptance by the Commissioner's Court of the said property will provide a letter

to the Principal along with the original Maintenance Bond identifying full and complete acceptance of the said property.

SIGNED, SEALED, AND DATED July 8, 2024


Principal: Ravenna LLC

  
\_\_\_\_\_  
(Signature of Principal's Representative)

Carlos D. Bombach  
\_\_\_\_\_  
(Name of Principal's Representative)

Executive Manager  
\_\_\_\_\_  
(Title of Principal's Representative)

Surety: Lexon Insurance Company

  
\_\_\_\_\_  
(Signature of Surety's Representative)

Eric Swanson  
\_\_\_\_\_  
(Name of Surety's Representative)

Attorney In Fact  
\_\_\_\_\_  
(Title of Surety's Representative)



# POWER OF ATTORNEY

11493

## Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Wesley P. Wolff, Adriana Alvarado, Eric M. Swanson its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$100,000,000.00, One Hundred Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

**LEXON INSURANCE COMPANY**



BY

Brian Beggs  
President

### ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 05-9-2023

BY

Amy Taylor  
Notary Public

### CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 8th Day of July, 2024.



BY

Andrew Smith  
Assistant Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."**

