



SUBDIVISION MONUMENT BOND
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66496)

Tract Map No. 31822-F
Bond No. TM5224872
Surety Premium \$ 757.00 USD

Surety The Guarantee Company of North America USA
Address One Town Square, Ste 1470
City/State Southfield, MI
Zip 48076
Phone (248)-281-0281

Principal Sutter Mitland, LLC
Address 3200 Park Center Dr., Suite 1000
City/State Costa Mesa, CA
Zip 92626
Phone (714) 427-6868

That, **Sutter Mitland 01, LLC.**, subdivider, as principal, and The Guarantee Company of North America USA, a corporation, as surety, are hereby jointly and severally bound to pay to the City of Menifee the sum of **One Hundred Thirty-Two Thousand Eight Hundred -----00/100, Dollars, \$ 132,800.00.**

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the final map of **Tract 31822-F**, entered into an agreement with the City of Menifee to set Survey Monuments and Tie Points in said tract and furnish Tie Notes therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after completion.

NOW, THEREFORE, if the subdivider shall well and truly perform said agreement during the original term thereof, or of any extension of said term that may be granted by the City of Menifee, with or without notice to the surety, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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 City 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 this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on April 30th, 2019.

NAME OF PRINCIPAL: Sutter Mitland 01 LLC

AUTHORIZED SIGNATURE(S):

By: 

Name: David E. Bartlett
Title: Vice President

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: The Guarantee Company of North America USA

AUTHORIZED SIGNATURE: 
Its Attorney-in-Fact Title
Debra Watterson

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Michigan
County of Oakland)

On 4/30/2019 before me, Lora O'Brien
(insert name and title of the officer)

personally appeared Debra Watterson
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.

Signature


Lora O'Brien

(Seal)

Lora O'Brien
Notary Public, State of Michigan
County of Oakland
My Commission Expires April 21, 2024
Acting in Oakland County



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Debra Watterson, Edward G. Woods, Kathleen Runestad, Lora O'Brien, Sara Schrauben, Jeffrey Jubera,
Katie Coalson, Edward DeVries, Dwight Teter, Casey M. Strothauer, Montina Cenence, Olga Tasselmyer
The Guarantee Company of North America USA

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

**STATE OF MICHIGAN
County of Oakland**

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 30th day of April, 2019

Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2018

ASSETS

Cash and Short-Term Investments	\$ 88,508,407
Marketable Securities	151,857,941
Premium and Agents Balances (under 90 days)	5,007,524
Reinsurance Receivable on paid losses	529,666
Accrued Interest and Dividends	812,435
Net Deferred Tax Asset	1,637,933
Other Assets	<u>1,195,275</u>
Total Admitted Assets	<u><u>\$249,549,181</u></u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 9,077,422
Unearned Premium Reserve	22,744,950
Accrued Expenses	4,210,825
Ceded Reinsurance Premiums Payable	1,207,940
Taxes, Licenses and Fees Payable	374,668
Federal Income Tax Payable	296,413
Funds Held	9,869,832
Other Liabilities	<u>1,844,929</u>
Total Liabilities	<u>\$ 49,626,979</u>

CAPITAL AND SURPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>55,901,232</u>
Total Policyholders' Surplus	<u>\$199,922,202</u>
Total Liabilities, Capital and Surplus	<u><u>\$249,549,181</u></u>

State of Michigan
County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2018.

Sworn to before me this 19th day of March 2019.

Cynthia A. Takai
Notary



Stephen C. Ruschak, President & COO

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

**CITY OF MENIFEE
OFFICE OF THE CITY SURVEYOR
MONUMENT BOND COMPUTATION**

MAP # TM 31822 **SCHEDULE** "A" **MAP CHECKER** Dennis Janda

Minimum Cost Cost per Monument

Schedule "A" through "H" Maps

\$2500.00* **\$300**

Schedule "I" Maps

\$2500.00* **\$600**

Total Monuments to be Bonded	x	Cost per Monument	+	20%	=	Total Bond Amount
<u>369</u>		<u>\$300</u>				<u>\$132,840.00</u>

() Set monuments

() Monuments will need to be recovered and/or reset at time of inspection

Monument Inspection Fee \$ 763.59 (Deposit Based)

Submitted Monument Bond Computation to Planning Dept. Plan Check Review Date: _____

* Based on a crew of, 1) Registered Principal Eng. Technician, 1) Senior Eng. Technician.