



**FAITHFUL PERFORMANCE BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.1)

FOR: Streets and Drainage	\$ 1,540,000.00	Tract Map	<u>TR36803 (Evans Road)</u>
Riv. Co. Flood Control	\$ 0	Other Proj. Ref.	<u>IP21-013SSD</u>
Water System	\$ 0	Bond No.	<u>225122F</u>
Rec. Water	\$ 0	Premium	<u>\$12,320.00</u>
Sewer System	\$ 0		
Total	\$ 1,540,000.00		

Surety <u>Westfield National Insurance Company</u>	Principal <u>FPG Sun Meniffee 80 LLC</u>
Address <u>P.O. Box 5001</u>	Address _____
City/State <u>Westfield Center, OH</u>	City/State _____
Zip Code <u>44251</u>	Zip Code _____
Phone <u>(360) 887-0101</u>	Phone <u>949-348-8162</u>

WHEREAS, the City Council of the City of Meniffee, State of California, **FPG Sun Meniffee 80 LLC** (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013SSD**, which agreement(s), dated dated **September 28, 2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s).

NOW, THEREFORE, we the principal and **Westfield National Insurance Company**, as surety, are held and firmly bound unto the City of Meniffee in the penal sum of On **One Million Five Hundred Forty Thousand and 0/100 Dollars, (\$1,540,000.00)** lawful money of the United States, for the payment of which sum will and truly 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 bonded 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(s) 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 City of Meniffee, its officers, agents and employees, as therein stipulated, 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 of Meniffee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

## FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed there under 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 to the terms of the agreement(s) or to the work or to the specifications..

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.


When the work covered by the agreement(s) is complete, the City of Meniffee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on October 4, 2022.

NAME OF PRINCIPAL: FPG Sun Meniffee 80 LLC

AUTHORIZED SIGNATURE(S):

By:

  
Name: William Raffoul  
Title: Authorized Representative

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield National Insurance Company

AUTHORIZED SIGNATURE:

  
Karl Choltus, Its Attorney-in-Fact

Title


(IF CORPORATION, AFFIX SEAL)

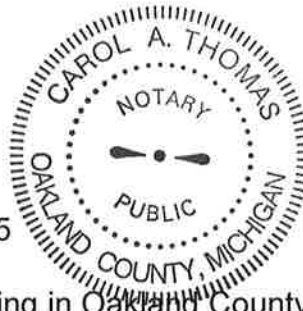
**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.**

NOTARY ACKNOWLEDGEMENT

State of Michigan }  
County of Oakland } SS

I, Carol A. Thomas, Notary, attest that William Raffoul, Authorized Representative of FPG Sun Menifee 80 LLC personally known to me appeared before me on the 4th day of October 2022.

  
Carol A. Thomas (Notary)



My commission expires on May 4, 2025

CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland

State of Michigan, Oakland County acting in Oakland County, MI.

# NOTARY ACKNOWLEDGMENT

State of Oregon

County of Multnomah

On October 4, 2022 before me, Michael E Mertz

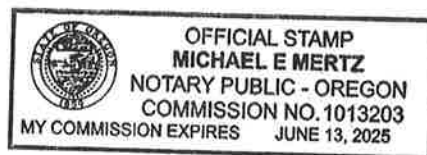
personally appeared Karl Choltus, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: 

Commission Expiration Date: June 13, 2025

Notary Seal:





**MATERIAL AND LABOR BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.2)

FOR: Streets and Drainage	\$ 770,000.00	Tract/Parcel Map	TR36803 (Evans Road)
Water System	\$ 0	Other Proj. Ref.	IP21-013SSD
Sewer System	\$ 0	Bond No.	225122F
Total	\$ 770,000.00	Premium	\$ 12,320.00

Surety <u>Westfield National Insurance Company</u>	Principal <u>FPG Sun Meniffee 80 LLC</u>
Address <u>P.O. Box 5001</u>	Address _____
City/State <u>Westfield Center, OH</u>	City/State _____
Zip Code <u>44251</u>	Zip Code _____
Phone <u>(360) 887-0101</u>	Phone <u>949-348-8162</u>

WHEREAS, the City Council of the City of Meniffee, State of California, and **FPG Sun Meniffee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013SSD**, which agreement(s), dated **September 28, 2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Meniffee 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 the undersigned, as corporate surety, are firmly bound unto the City of Meniffee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Seven Hundred Seventy Thousand and 0/100 Dollars, (\$770,000.00)** 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 City of Meniffee 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 upon 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.

## MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to 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 are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, October 4, 2022.

NAME OF PRINCIPAL: FPG Sun Meniffee 80 LLC

AUTHORIZED SIGNATURE(S):

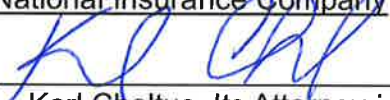
By:

  
Name: William Raffoul  
Title: Authorized Representative

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield National Insurance Company

AUTHORIZED SIGNATURE:

  
Karl Choltus, Its Attorney-in-Fact Title


(IF CORPORATION, AFFIX SEAL)

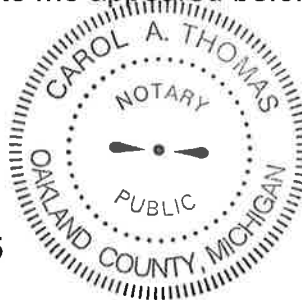
**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.**

# NOTARY ACKNOWLEDGEMENT

State of Michigan }  
County of Oakland } SS

I, Carol A. Thomas, Notary, attest that William Raffoul, Authorized Representative of FPG Sun Menifee 80 LLC personally known to me appeared before me on the 4th day of October 2022.

  
Carol A. Thomas (Notary)



CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland

My commission expires on May 4, 2025

State of Michigan, Oakland County acting in Oakland County, MI.

## NOTARY ACKNOWLEDGMENT

State of Oregon

County of Multnomah

On October 4, 2022 before me, Michael E Mertz

personally appeared Karl Choltus, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: 

Commission Expiration Date: June 13, 2025

Notary Seal:



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 3616922 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**KARL CHOLTUS, BRAD MAPES, SARAH HARREN, EMILY NAGEL, ELIZABETH HARMON, SHANNA COX, KELLY NIEMELA, NICK DEAN, STEFAN K. ENGELHARDT, JOINTLY OR SEVERALLY**

of PORTLAND and State of OR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of JULY A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 20th day of JULY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed





State of Ohio  
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of October A.D., 2022.



  
Frank A. Carrino, Secretary



**FAITHFUL PERFORMANCE BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.1)

FOR: Streets and Drainage	\$	<u>1,555,000.00</u>
Riv. Co. Flood Control	\$	<u>0</u>
Water System	\$	<u>0</u>
Rec. Water	\$	<u>0</u>
Sewer System	\$	<u>0</u>
Total	\$	<u>1,555,000.00</u>

Tract Map	<u>TR36803 (Holland Road)</u>
Other Proj. Ref.	<u>IP21-013SSD</u>
Bond No.	<u>225122G</u>
Premium	\$ <u>12,440.00</u>

Surety <u>Westfield National Insurance Company</u>	Principal <u>FPG Sun Menifee 80 LLC</u>
Address <u>P.O. Box 5001</u>	Address _____
City/State <u>Westfield Center, OH</u>	City/State _____
Zip Code <u>44251</u>	Zip Code _____
Phone <u>(360) 887-0101</u>	Phone <u>949-348-8162</u>

WHEREAS, the City Council of the City of Menifee, State of California, **FPG Sun Menifee 80 LLC** (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013SSD**, which agreement(s), dated **September 28, 2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s).

NOW, THEREFORE, we the principal and **Westfield National Insurance Company**, as surety, are held and firmly bound unto the City of Menifee in the penal sum of On **One Million Five Hundred Fifty-Five Thousand and 0/100 Dollars, (\$1,555,000.00)** lawful money of the United States, for the payment of which sum will and truly 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 bonded 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(s) 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 City of Menifee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed there under 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 to the terms of the agreement(s) or to the work or to the specifications..

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.


When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on October 4, 2022.

NAME OF PRINCIPAL: FPG Sun Menifee 80 LLC

AUTHORIZED SIGNATURE(S):

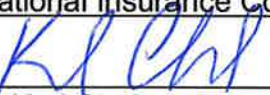
By:

  
Name: William Ruffalo  
Title: Authorized Representative

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield National Insurance Company

AUTHORIZED SIGNATURE:

  
Karl Choltus, Its Attorney-in-Fact Title


(IF CORPORATION, AFFIX SEAL)

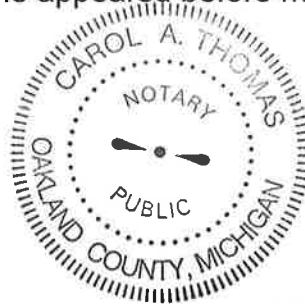
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NOTARY ACKNOWLEDGEMENT

State of Michigan }  
County of Oakland } SS

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Carol A. Thomas (Notary)



CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland

My commission expires on May 4, 2025

State of Michigan, Oakland County acting in Oakland County, MI.

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On October 4, 2022 before me, Michael E Mertz

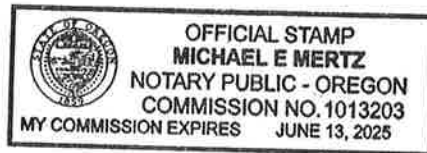
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WITNESS my hand and official seal.

Notary Signature: 

Commission Expiration Date: June 13, 2025

Notary Seal:





**MATERIAL AND LABOR BOND**  
**CITY OF MENIFEE, STATE OF CALIFORNIA**  
(Government Code Section 66499.2)

FOR: Streets and Drainage \$ <u>777,500.00</u>	Tract/Parcel Map <u>TR36803 (Holland Road)</u>
Water System \$ <u>0</u>	Other Proj. Ref. <u>IP21-013SSD</u>
Sewer System \$ <u>0</u>	Bond No. <u>225122G</u>
Total \$ <u>777,500.00</u>	Premium \$ <u>12,440.00</u>

Surety <u>Westfield National Insurance Company</u>	Principal <u>FPG Sun Menifee 80 LLC</u>
Address <u>P.O. Box 5001</u>	Address _____
City/State <u>Westfield Center, OH</u>	City/State _____
Zip Code <u>44251</u>	Zip Code _____
Phone <u>(360) 887-0101</u>	Phone <u>949-348-8162</u>

WHEREAS, the City Council of the City of Menifee, State of California, and **FPG Sun Menifee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013SSD**, which agreement(s), dated **September 28, 2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee 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 the undersigned, as corporate surety, are firmly bound unto the City of Menifee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Seven Hundred Seventy-Seven Thousand Five Hundred and 0/100 Dollars, (\$777,500.00)** 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 City of Menifee 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 upon 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.

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IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, October 4, 2022.

NAME OF PRINCIPAL: FPG Sun Menifee 80 LLC

AUTHORIZED SIGNATURE(S):

By:

  
Name: William Raffoul  
Title: Authorized Representative

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield National Insurance Company

AUTHORIZED SIGNATURE:

  
Karl Choltus, Its Attorney-in-Fact

Title


(IF CORPORATION, AFFIX SEAL)

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

NOTARY ACKNOWLEDGEMENT

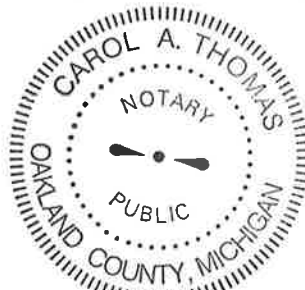
State of Michigan }  
County of Oakland } SS

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Carol A. Thomas (Notary)

My commission expires on May 4, 2025

State of Michigan, Oakland County acting in Oakland County, MI.



CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland

## NOTARY ACKNOWLEDGMENT

State of Oregon

County of Multnomah

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personally appeared Karl Choltus, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: 

Commission Expiration Date: June 13, 2025

Notary Seal:



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 3616922 01

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KARL CHOLTUS, BRAD MAPES, SARAH HARREN, EMILY NAGEL, ELIZABETH HARMON, SHANNA COX, KELLY NIEMELA, NICK DEAN, STEFAN K. ENGELHARDT, JOINTLY OR SEVERALLY

of PORTLAND and State of OR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of JULY A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 20th day of JULY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of October A.D., 2022.



Frank A. Carrino, Secretary



**FAITHFUL PERFORMANCE BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.1)

FOR: Streets and Drainage	\$	690,000.00		Tract Map	TR36803 (Corson Ave.)
Riv. Co. Flood Control	\$	0		Other Proj. Ref.	IP21-013S
Water System	\$	0		Bond No	225122D
Rec. Water	\$	0		Premium	\$ \$5,520.00
Sewer System	\$	0			
Total	\$	690,000.00			

Surety <u>Westfield National Insurance Company</u>	Principal	<u>FPG Sun Menifee 80 LLC</u>
Address <u>P.O. Box 5001</u>	Address	
City/State <u>Westfield Center, OH</u>	City/State	
Zip Code <u>44251</u>	Zip Code	
Phone <u>(360) 887-0101</u>	Phone	<u>949-348-8162</u>

WHEREAS, the City Council of the City of Menifee, State of California, **FPG Sun Menifee 80 LLC** (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013S**, which agreement(s), dated **September 28, 2022** is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s).

NOW, THEREFORE, we the principal and **Westfield National Insurance Company**, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Six Hundred Ninety Thousand and 0/100 Dollars, (\$690,000.00)** lawful money of the United States, for the payment of which sum will and truly 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 bonded 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(s) 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 City of Menifee, its officers, agents and employees, as therein stipulated, 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 of Menifee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

## FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed there under 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 to the terms of the agreement(s) or to the work or to the specifications..

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.

When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on October 4, 2022.

NAME OF PRINCIPAL: FPG Sun Menifee 80 LLC

AUTHORIZED SIGNATURE(S):

By:

  
Name: William Raffoul  
Title: Authorized Representative

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield National Insurance Company

AUTHORIZED SIGNATURE:

  
Karl Choltus, Its Attorney-in-Fact

Title


(IF CORPORATION, AFFIX SEAL)

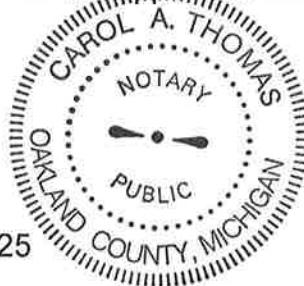
**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.**

# NOTARY ACKNOWLEDGEMENT

State of Michigan }  
County of Oakland } SS

I, Carol A. Thomas, Notary, attest that William Raffoul, Authorized Representative of FPG Sun Menifee 80 LLC personally known to me, appeared before me on the 4th day of October 2022.

  
Carol A. Thomas (Notary)



CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland

My commission expires on May 4, 2025

State of Michigan, Oakland County acting in Oakland County, MI.

## NOTARY ACKNOWLEDGMENT

State of Oregon

County of Multnomah

On October 4, 2022 before me, Michael E Mertz

personally appeared Karl Choltus, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: 

Commission Expiration Date: June 13, 2025

Notary Seal:





**MATERIAL AND LABOR BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.2)

FOR: Streets and Drainage \$ 345,000.00 Tract/Parcel Map TR36803 (Corson Ave.)  
Water System \$ 0 Other Proj. Ref. IP21-013S  
Sewer System \$ 0 Bond No. 225122D  
Total \$ 345,000.00 Premium \$\$ \$5,520.00

Surety Westfield National Insurance Company Principal FPG Sun Menifee 80 LLC  
Address P.O. Box 5001 Address \_\_\_\_\_  
City/State Westfield Center, OH City/State \_\_\_\_\_  
Zip Code 44251 Zip Code \_\_\_\_\_  
Phone (360) 887-0101 Phone 949-348-8162

WHEREAS, the City Council of the City of Menifee, State of California, and **FPG Sun Menifee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013S**, which agreement(s), dated **September 28, 2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee 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 the undersigned, as corporate surety, are firmly bound unto the City of Menifee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Three Hundred Forty-Five Thousand and 0/100 Dollars, (\$345,000.00)** 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 City of Menifee 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 upon 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.

## MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to 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 are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on October 4, 2022.

NAME OF PRINCIPAL: FPG Sun Meniffee 80 LLC

AUTHORIZED SIGNATURE(S):

By:   
Name: William Raffoul  
Title: Authorize Representative

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield National Insurance Company

AUTHORIZED SIGNATURE:

  
Karl Choltus, Its Attorney-in-Fact

Title

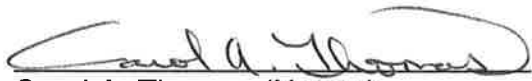
(IF CORPORATION, AFFIX SEAL)

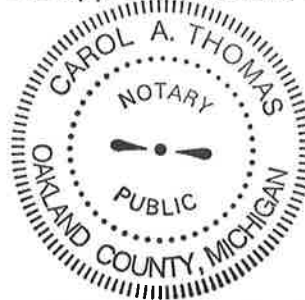
**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.**

NOTARY ACKNOWLEDGEMENT

State of Michigan }  
County of Oakland } SS

I, Carol A. Thomas, Notary, attest that William Raffoul, Authorized Representative of FPG Sun Meniffee 80 LLC personally known to me appeared before me on the 4th day of October 2022.

  
Carol A. Thomas (Notary)



My commission expires on May 4, 2025

CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland

State of Michigan, Oakland County acting in Oakland County, MI.

## NOTARY ACKNOWLEDGMENT

State of Oregon

County of Multnomah

On October 4, 2022 before me, Michael E Mertz

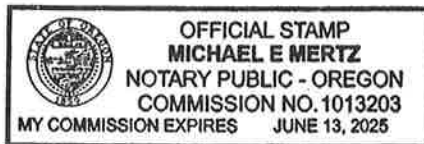
personally appeared Karl Choltus, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: 

Commission Expiration Date: June 13, 2025

Notary Seal:



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 3616922 01

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**KARL CHOLTUS, BRAD MAPES, SARAH HARREN, EMILY NAGEL, ELIZABETH HARMON, SHANNA COX, KELLY NIEMELA, NICK DEAN, STEFAN K. ENGELHARDT, JOINTLY OR SEVERALLY**

of PORTLAND and State of OR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact*, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of JULY A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina

ss.:

On this 20th day of JULY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina

ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of October A.D., 2022.



Frank A. Carrino, Secretary



**FAITHFUL PERFORMANCE BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.1)

FOR: Streets and Drainage \$ _____ Riv. Co. Flood Control \$ _____ Water System \$ 61,500.00 Rec. Water \$ 500.00 Sewer System \$ 500.00 Total \$ <b>62,500.00</b>	Tract Map <u>TR36803 (Corson Ave.)</u> Other Proj. Ref. <u>IP21-013U</u> Bond No. <u>225122J</u> Premium <u>\$500.00</u>
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Surety <u>Westfield National Insurance Company</u> Address <u>P.O. Box 5001</u> City/State <u>Westfield Center, OH</u> Zip <u>44251-5001</u> Phone <u>330-887-0101</u>	Principal <u>FPG Sun Meniffee 80 LLC</u> Address <u>27271 Las Ramblas, Suite 100</u> City/State <u>Mission Viejo, CA</u> Zip <u>92691</u> Phone <u>949-748-6714</u>
--	---

WHEREAS, the City Council of the City of Meniffee, State of California, **FPG Sun Meniffee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013U**, which agreement(s), dated **October 25th, 2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s).

NOW, THEREFORE, we the principal and **Westfield National Insurance Company**, as surety, are held and firmly bound unto the City of Meniffee in the penal sum of **Six-Two Thousand, Five Hundred and 0/100 Dollars, (\$62,500.00)** lawful money of the United States, for the payment of which sum will and truly 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 bonded 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(s) 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 City of Meniffee, its officers, agents and employees, as therein stipulated, 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 attorneys fees, incurred by the City of Meniffee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

## FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed there under 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 to the terms of the agreement(s) or to the work or to the specifications..

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.


When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on **November 7th, 2022**.

NAME OF PRINCIPAL: **FPG Sun Menifee 80 LLC**

AUTHORIZED SIGNATURE(S):


By:

  
Name: William Raffoul  
Title: SVP, Development

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: **Westfield National Insurance Company**

AUTHORIZED SIGNATURE:

 Stefan K. Engelhardt, Attorney-in-Fact  
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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



**MATERIAL AND LABOR BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.2)

FOR: Streets and Drainage \$ _____	Tract/Parcel Map <u>TR36803 (Corson Ave.)</u>
Water System \$ <u>31,000.00</u>	Other Proj. Ref. <u>IP21-013U</u>
Sewer System \$ <u>250.00</u>	Bond No. <u>225122J</u>
Total \$ <u>31,250.00</u>	Premium \$ <u>500.00</u>
Surety <u>Westfield National Insurance Company</u>	Principal <u>FPG Sun Meniffee 80 LLC</u>
Address <u>P.O. Box 5001</u>	Address <u>27271 Las Ramblas, Suite 100</u>
City/State <u>Westfield Center, OH</u>	City/State <u>Mission Viejo, CA</u>
Zip <u>44251-5001</u>	Zip <u>92691</u>
Phone <u>330-887-0101</u>	Phone <u>949-748-6714</u>

WHEREAS, the City Council of the City of Meniffee, State of California, and **FPG Sun Meniffee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013U**, which agreement (s), dated **October 25th, 2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Meniffee 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 the undersigned, as corporate surety, are firmly bound unto the City of Meniffee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Thirty One Thousand, Two Hundred and Fifty Dollars, (\$31,250.00)** 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 attorneys fees, incurred by the City of Meniffee 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 upon 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.

## MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to 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 are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on **November 7th, 2022**.

NAME OF PRINCIPAL: FPG Sun Menifee 80 LLC

AUTHORIZED SIGNATURE(S):

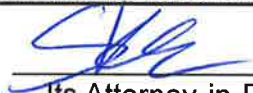
By:

  
Name: William R. Effoul  
Title: Sr. Development

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield National Insurance Company

AUTHORIZED SIGNATURE:

 Stefan K. Engelhardt, Attorney-in-Fact  
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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

## NOTARY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Multnomah

On November 7th, 2022 before me, Emily Nagel, a Notary Public, personally appeared Stefan K. Engelhardt personally known to me (or 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 all 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.

WITNESS my hand and official seal.



Signature Emily Nagel

My Commission Expires: 5/30/2023

PRINCIPAL NOTARY ACKNOWLEDGMENT

STATE OF: Michigan

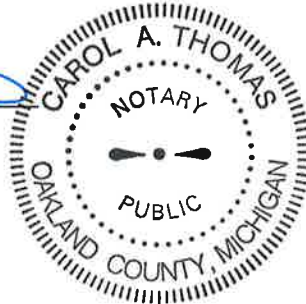
COUNTY OF: Oakland

On November 7, 2022 before me, Carol A. Thomas, a Notary Public, personally appeared William Raffoul personally known to me (or 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 all 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.

WITNESS my hand and official seal.

Signature Carol A. Thomas

CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland



General  
Power  
of Attorney

POWER NO. 3616922 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**KARL CHOLTUS, BRAD MAPES, SARAH HARREN, EMILY NAGEL, ELIZABETH HARMON, SHANNA COX, KELLY NIEMELA, NICK DEAN, STEFAN K. ENGELHARDT, JOINTLY OR SEVERALLY**

of **PORTLAND** and State of **OR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of JULY A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 20th day of JULY A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of November A.D., 2022.



Frank A. Carrino, Secretary



**FAITHFUL PERFORMANCE BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.1)

FOR: Streets and Drainage \$ _____	Tract Map <u>TR36803 (Evans Road)</u>
Riv. Co. Flood Control \$ _____	Other Proj. Ref. <u>IP21-013U</u>
Water System \$ <u>49,500.00</u>	Bond No. <u>225122K</u>
Rec. Water \$ <u>119,000.00</u>	Premium \$ <u>1,352.00</u>
Sewer System \$ <u>500.00</u>	
Total \$ <u>169,000.00</u>	

Surety <u>Westfield National Insurance Company</u>	Principal <u>FPG Sun Menifee 80 LLC</u>
Address <u>P.O. Box 5001</u>	Address <u>27271 Las Ramblas, Suite 100</u>
City/State <u>Westfield Center, OH</u>	City/State <u>Mission Viejo, CA</u>
Zip <u>44251-5001</u>	Zip <u>92691</u>
Phone <u>330-887-0101</u>	Phone <u>949-748-6714</u>

WHEREAS, the City Council of the City of Menifee, State of California, **FPG Sun Menifee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013U**, which agreement(s), dated **October 25th, 2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s).

NOW, THEREFORE, we the principal and **Westfield National Insurance Company**, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **One Hundred Sixty-Nine Thousand Dollars, (\$169,000.00)** lawful money of the United States, for the payment of which sum will and truly 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 bonded 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(s) 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 City of Menifee, its officers, agents and employees, as therein stipulated, 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 attorneys fees, incurred by the City of Menifee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

## FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed there under 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 to the terms of the agreement(s) or to the work or to the specifications..

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.


When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on **November 7th, 2022**.

NAME OF PRINCIPAL: **FPG Sun Menifee 80 LLC**

AUTHORIZED SIGNATURE(S):

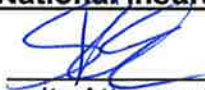
By:

  
Name: William Raffoul  
Title: SVP, Development

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: **Westfield National Insurance Company**

AUTHORIZED SIGNATURE:

  
Stefan K. Engelhardt, Attorney-in-Fact  
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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



**MATERIAL AND LABOR BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.2)

FOR: Streets and Drainage \$	Tract/Parcel Map	TR36803 (Evans Road)
Water System \$ 84,250.00	Other Proj. Ref.	IP21-013U
Sewer System \$ 250.00	Bond No.	225122K
Total \$ 84,500.00	Premium \$	1,352.00
Surety <u>Westfield National Insurance Company</u>	Principal	FPG Sun Menifee 80 LLC
Address <u>P.O. Box 5001</u>	Address	27271 Las Ramblas, Suite 100
City/State <u>Westfield Center, OH</u>	City/State	Mission Viejo, CA
Zip <u>44251-5001</u>	Zip	92691
Phone <u>330-887-0101</u>	Phone	949-748-6714

WHEREAS, the City Council of the City of Menifee, State of California, and **FPG Sun Menifee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013U**, which agreement(s), dated **October 25th, 2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee 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 the undersigned, as corporate surety, are firmly bound unto the City of Menifee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Eighty-Four Thousand, Five Hundred Dollars, (\$84,500.00)** 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 attorneys' fees, incurred by the City of Menifee 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 upon 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.

## MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to 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 are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on November 7th, 2022.

NAME OF PRINCIPAL: FPG Sun Menifee 80 LLC

AUTHORIZED SIGNATURE(S):

By:

  
Name: William Rafferty  
Title: SVP, Development

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield National Insurance Company

AUTHORIZED SIGNATURE:

  
Its Attorney-in-Fact

Stefan K. Engelhardt, Attorney-in-Fact  
Title

(IF CORPORATION, AFFIX SEAL)

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

## NOTARY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Multnomah

On November 7th, 2022 before me, Emily Nagel, a Notary Public, personally appeared Stefan K. Engelhardt personally known to me (or 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 all 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.

WITNESS my hand and official seal.



Signature Emily Nagel

My Commission Expires: 5/30/2023

PRINCIPAL NOTARY ACKNOWLEDGMENT

STATE OF: Michigan

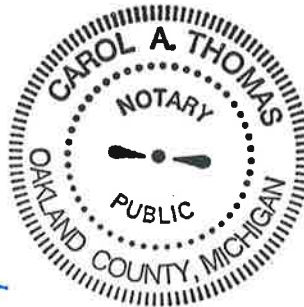
COUNTY OF: Oakland

On November 7, 2022 before me, Carol A. Thomas, a Notary Public, personally appeared William Raffand personally known to me (or 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 all 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.

WITNESS my hand and official seal.

Signature Carol A. Thomas

CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 3616922 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**KARL CHOLTUS, BRAD MAPES, SARAH HARREN, EMILY NAGEL, ELIZABETH HARMON, SHANNA COX, KELLY NIEMELA, NICK DEAN, STEFAN K. ENGELHARDT, JOINTLY OR SEVERALLY**

of **PORTLAND** and State of **OR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. - - - - -

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **20th** day of **JULY** A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*[Signature]*

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **20th** day of **JULY** A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*[Signature]*

**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **7th** day of **November** A.D., 2022.



*[Signature]*

**Frank A. Carrino, Secretary**



**FAITHFUL PERFORMANCE BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.1)

FOR: Streets and Drainage \$ _____	Tract Map <u>TR36803 (Holland Road)</u>
Riv. Co. Flood Control \$ _____	Other Proj. Ref. <u>IP21-013U</u>
Water System \$ <u>82,500.00</u>	Bond No. <u>225122M</u>
Rec. Water \$ <u>71,500.00</u>	Premium \$ <u>984.00</u>
Sewer System \$ <u>40,500.00</u>	
Total \$ <u>123,000.00</u>	

Surety <u>Westfield National Insurance Company</u>	Principal <u>FPG Sun Menifee 80 LLC</u>
Address <u>P.O. Box 5001</u>	Address <u>27271 Las Ramblas, Suite 100</u>
City/State <u>Westfield Center, OH</u>	City/State <u>Mission Viejo, CA</u>
Zip <u>44251-5001</u>	Zip <u>92691</u>
Phone <u>330-887-0101</u>	Phone <u>949-748-6714</u>

WHEREAS, the City Council of the City of Menifee, State of California, **FPG Sun Menifee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013U**, which agreement(s), dated **October 25th, 2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s).

NOW, THEREFORE, we the principal and **Westfield National Insurance Company**, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **One Hundred Twenty-Three Thousand Dollars, (\$123,000.00)** lawful money of the United States, for the payment of which sum will and truly 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 bonded 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(s) 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 City of Menifee, its officers, agents and employees, as therein stipulated, 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 attorneys' fees, incurred by the City of Menifee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

## FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed there under 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 to the terms of the agreement(s) or to the work or to the specifications..

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.


When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on **November 7th, 2022**.

NAME OF PRINCIPAL: **FPG Sun Menifee 80 LLC**

AUTHORIZED SIGNATURE(S):

By:

  
Name: William Ralston  
Title: SVP, Development

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: **Westfield National Insurance Company**

AUTHORIZED SIGNATURE:

  
Its Attorney-in-Fact

Stefan K. Engelhardt, Attorney-in-Fact  
Title

(IF CORPORATION, AFFIX SEAL)

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



**MATERIAL AND LABOR BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.2)

FOR: Streets and Drainage \$	Tract/Parcel Map	TR36803 (Holland Road)
Water System \$ 41,250.00	Other Proj. Ref.	IP21-013U
Sewer System \$ 20,250.00	Bond No.	225122M
Total \$ 61,500.00	Premium \$	984.00
Surety <u>Westfield National Insurance Company</u>	Principal	FPG Sun Menifee 80 LLC
Address <u>P.O. Box 5001</u>	Address	27271 Las Ramblas, Suite 100
City/State <u>Westfield Center, OH</u>	City/State	Mission Viejo, CA
Zip <u>44251-5001</u>	Zip	92691
Phone <u>330-887-0101</u>	Phone	949-748-6714

WHEREAS, the City Council of the City of Menifee, State of California, and **FPG Sun Menifee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-013U**, which agreement(s), dated **October 25th, 2022** is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee 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 the undersigned, as corporate surety, are firmly bound unto the City of Menifee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Sixty-One Thousand, Five Hundred Dollars, (\$61,500.00)** 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 City of Menifee 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 upon 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.

## MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to 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 are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on **November 7th, 2022**.

NAME OF PRINCIPAL: FPG Sun Meniffee 80 LLC

AUTHORIZED SIGNATURE(S):

By:

  
Name: William Raffoul  
Title: SVP, Development

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield National Insurance Company

AUTHORIZED SIGNATURE:

  
Its Attorney-in-Fact

Stefan K. Engelhardt, Attorney-in-Fact  
Title

(IF CORPORATION, AFFIX SEAL)

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

## NOTARY ACKNOWLEDGMENT

STATE OF Oregon

COUNTY OF Multnomah

On November 7th, 2022 before me, Emily Nagel, a Notary Public, personally appeared Stefan K. Engelhardt personally known to me (or 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 all 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.

WITNESS my hand and official seal.

Signature



My Commission Expires: 5/30/2023

PRINCIPAL NOTARY ACKNOWLEDGMENT

STATE OF: Michigan

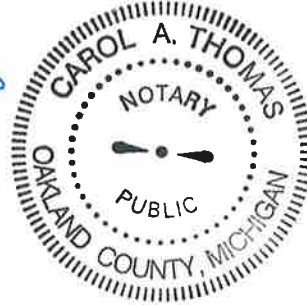
COUNTY OF: Oakland

On November 7, 2022 before me, Carol A. Thomas, a Notary Public, personally appeared William Raffoul personally known to me (or 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 all 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.

WITNESS my hand and official seal.

Signature Carol A. Thomas

CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland



General  
Power  
of Attorney

POWER NO. 3616922 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**KARL CHOLTUS, BRAD MAPES, SARAH HARREN, EMILY NAGEL, ELIZABETH HARMON, SHANNA COX, KELLY NIEMELA, NICK DEAN, STEFAN K. ENGELHARDT, JOINTLY OR SEVERALLY**

of **PORTLAND** and State of **OR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. ....

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 20th day of **JULY** A.D., 2022 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this 20th day of **JULY** A.D., 2022 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of **November** A.D., 2022 .



**Frank A. Carrino, Secretary**



**FAITHFUL PERFORMANCE BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.1)

FOR: Streets and Drainage \$ 4,333,000.00  
Riv. Co. Flood Control \$ \_\_\_\_\_  
Water System \$ \_\_\_\_\_  
Rec. Water \$ \_\_\_\_\_  
Sewer System \$ \_\_\_\_\_  
Total \$ 4,333,000.00

Tract Map TR36803 (On Site)  
Other Proj. Ref. IP21-014SSD  
Bond No. 225121N  
Premium \$34,664

Surety Westfield Insurance Company  
Address P. O. Box 5001  
City/State Westfield Center, OH  
Zip 44251  
Phone (330) 887-0101

Principal FPG Sun Menifee 80 LLC  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_

WHEREAS, the City Council of the City of Menifee, State of California, **FPG Sun Menifee 80 LLC** (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-014SSD**, which agreement(s), dated **6/30/2022** is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s).

NOW, THEREFORE, we the principal and **Westfield Insurance Company**, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Four Million Three Hundred Thirty Three Thousand and 0/100 Dollars, (\$4,333,000.00)** lawful money of the United States, for the payment of which sum will and truly 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 bonded 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(s) 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 City of Menifee, its officers, agents and employees, as therein stipulated, 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 of Menifee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

## FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed there under 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 to the terms of the agreement(s) or to the work or to the specifications..

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.


When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on June 30, 2022.

NAME OF PRINCIPAL: FPG Sun Menifee 80 LLC

AUTHORIZED SIGNATURE(S):

By:

  
Name: William Raffert  
Title: SUP, Development

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield Insurance Company

AUTHORIZED SIGNATURE:

  
Its Attorney-in-Fact

Karl Choltus  
Title

(IF CORPORATION, AFFIX SEAL)

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



**MATERIAL AND LABOR BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.2)

FOR: Streets and Drainage \$ <u>2,166,500.00</u>	Tract/Parcel Map <u>TR36803 (On Site)</u>
Water System \$ _____	Other Proj. Ref. <u>IP21-014SSD</u>
Sewer System \$ _____	Bond No. <u>225121N</u>
Total \$ _____	Premium <u>\$34,664</u>
Surety <u>Westfield Insurance Company</u>	Principal <u>FPG Sun Menifee 80 LLC</u>
Address <u>P. O. Box 5001</u>	Address _____
City/State <u>Westfield Center, OH</u>	City/State _____
Zip <u>44251</u>	Zip _____
Phone <u>(330) 887-0101</u>	Phone _____

WHEREAS, the City Council of the City of Menifee, State of California, and **FPG Sun Menifee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-014SSD**, which agreement(s), dated **6/30/2022** is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee 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 the undersigned, **Westfield Insurance Company**, as corporate surety, are firmly bound unto the City of Menifee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Two Million One Hundred Sixty-Six Thousand Five Hundred and 0/100 Dollars, (\$2,166,500.00)** 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 City of Menifee 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 upon 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.

## MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to 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 are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on June 30, 2022.

NAME OF PRINCIPAL: FPG Sun Meniffee 80 LLC

AUTHORIZED SIGNATURE(S):

By:

  
Name: William Raffoul  
Title: SVP, Development

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield Insurance Company

AUTHORIZED SIGNATURE:

  
Its Attorney-in-Fact Karl Choltus  
Title

(IF CORPORATION, AFFIX SEAL)

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

# NOTARY ACKNOWLEDGMENT

State of Michigan

County of Oakland

On 6/30/2022 before me, Carol A. Thomas

personally appeared William Rafferty personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

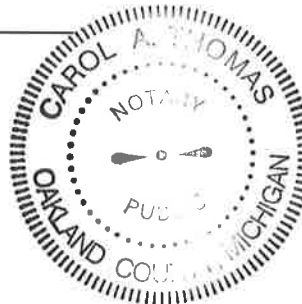
WITNESS my hand and official seal.

Notary Signature: Carol A. Thomas

Commission Expiration Date: May 4, 2025

Notary Seal:

CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland



## NOTARY ACKNOWLEDGMENT

State of Oregon

County of Multnomah

On 6/30/2022 before me, Michael Mertz

personally appeared Karl Choltus, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: 

Commission Expiration Date: June 13, 2025

Notary Seal:



## RIDER NO.

This Rider to be attached to and form part of Bond No. 225121N, effective 6/30/2022, covering

Performance Bond

on behalf of FPG Sun Menifee 80 LLC

and in favor of City Council of the City of Menifee, State of California

Change the Surety Company:

From: Westfield Insurance Company


To: Westfield National Insurance Company

The attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified.

This Rider is effective from the 30th day of June, 2022.

Signed and dated this 5th day of July, 2022.

- ☐ WESTFIELD INSURANCE COMPANY
- ☒ WESTFIELD NATIONAL INSURANCE COMPANY
- ☐ OHIO FARMERS INSURANCE COMPANY

By   
Brad Mapes

Attorney-in-Fact

Accepted \_\_\_\_\_

By \_\_\_\_\_

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/03/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 3616922 00

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KARL CHOLTUS, NATHAN WONDER, EMILY NAGEL, BRAD MAPES, SARAH HARREN, JOINTLY OR SEVERALLY

of PORTLAND and State of OR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of SEPTEMBER A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 03rd day of SEPTEMBER A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of July A.D., 2022.



Frank A. Carrino, Secretary

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/03/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3616922 00

General  
Power  
of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KARL CHOLTUS, NATHAN WONDER, EMILY NAGEL, BRAD MAPES, SARAH HARREN, JOINTLY OR SEVERALLY

of PORTLAND and State of OR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of SEPTEMBER A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 03rd day of SEPTEMBER A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of June A.D., 2022.

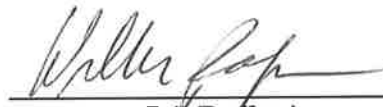


Frank A. Carrino, Secretary

IN WITNESS WHEREOF, Developer has affixed his name, address and seal.

Dated: June 27, 2022

By: FPG Sun Meniffee 80 LLC



Bill Raffoul  
Authorized Representative

Dated: \_\_\_\_\_, 2022

CITY OF MENIFEE

By: \_\_\_\_\_  
Daniel Padilla, City Engineer

CITY OF MENIFEE

By \_\_\_\_\_  
Armando G. Villa, City Manager

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Stephanie Roseen, Acting City Clerk

By: \_\_\_\_\_  
Jeffrey T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY**



**FAITHFUL PERFORMANCE BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.1)

FOR: Streets and Drainage \$ _____	Tract Map <u>TR36803 (On Site)</u>
Riv. Co. Flood Control \$ _____	Other Proj. Ref. <u>IP21-014U SEWER ONLY</u>
Water System \$ _____	Bond No. <u>225121P</u>
Rec. Water \$ _____	Premium <u>\$2,416</u>
Sewer System \$ <u>302,200.00</u>	
Total \$ <u>302,200.00</u>	
Surety <u>Westfield Insurance Company</u>	Principal <u>FPG Sun Menifee 80 LLC</u>
Address <u>P. O. Box 5001</u>	Address _____
City/State <u>Westfield Center, OH</u>	City/State _____
Zip <u>44251</u>	Zip _____
Phone <u>(330) 887-0101</u>	Phone _____

WHEREAS, the City Council of the City of Menifee, State of California, **FPG Sun Menifee 80 LLC** (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-014U SEWER ONLY**, which agreement(s), dated **6/30/2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s).

NOW, THEREFORE, we the principal and **Westfield Insurance Company**, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Three hundred two thousand and 0/100 Dollars, (\$302,000.00)** lawful money of the United States, for the payment of which sum will and truly 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 bonded 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(s) 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 City of Menifee, its officers, agents and employees, as therein stipulated, 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 of Menifee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

## FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed there under 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 to the terms of the agreement(s) or to the work or to the specifications..


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.

When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on June 30, 2022.

NAME OF PRINCIPAL: FPG Sun Menifee 80 LLC

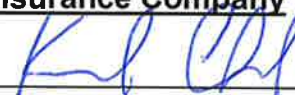
AUTHORIZED SIGNATURE(S):

By:   
Name: William Raffoul  
Title: SVP, Development

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield Insurance Company

AUTHORIZED SIGNATURE:

 Karl Choltus  
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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



**MATERIAL AND LABOR BOND**  
CITY OF MENIFEE, STATE OF CALIFORNIA  
(Government Code Section 66499.2)

FOR: Streets and Drainage \$ 151,000.00  
Water System \$ \_\_\_\_\_  
Sewer System \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

Surety Westfield Insurance Company  
Address P. O. Box 5001  
City/State Westfield Center, OH  
Zip 44251  
Phone (330) 887-0101

Tract/Parcel Map TR36803 (On Site)  
Other Proj. Ref. IP21-014U SEWER ONLY  
Bond No. 225121P  
Premium \$2,416  
Principal FPG Sun Menifee 80 LLC  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone \_\_\_\_\_

WHEREAS, the City Council of the City of Menifee, State of California, and **FPG Sun Menifee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-014U – SEWER ONLY**, which agreement(s), dated **6/30/2022**, is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee 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 the undersigned, **Westfield Insurance Company**, as corporate surety, are firmly bound unto the City of Menifee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **One hundred fifty-one thousand and 0/100 Dollars, (\$151, 00.00)** 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 City of Menifee 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 upon 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.

## MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to 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 are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on June 30, 2022.

NAME OF PRINCIPAL: FPG Sun Meniffee 80 LLC

AUTHORIZED SIGNATURE(S):

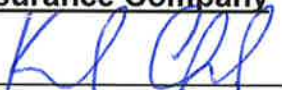
By:

  
Name: William Raffoul  
Title: SVP, Development

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield Insurance Company

AUTHORIZED SIGNATURE:

  
Its Attorney-in-Fact

Karl Choltus

Title

(IF CORPORATION, AFFIX SEAL)

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

# NOTARY ACKNOWLEDGMENT

State of Michigan

County of Oakland

On 6/30/2022 before me, Carol A. Thomas

personally appeared William R. Ruffolo personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

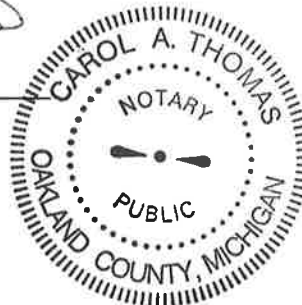
WITNESS my hand and official seal.

Notary Signature: Carol A. Thomas

Commission Expiration Date: May 4, 2025

Notary Seal:

CAROL A. THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES May 4, 2025  
ACTING IN COUNTY OF Oakland



## NOTARY ACKNOWLEDGMENT

State of Oregon

County of Multnomah

On 6/30/2022 before me, Michael Mertz

personally appeared Karl Choltus, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: 

Commission Expiration Date: June 13, 2025

Notary Seal:



General  
Power  
of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KARL CHOLTUS, NATHAN WONDER, EMILY NAGEL, BRAD MAPES, SARAH HARREN, JOINTLY OR SEVERALLY

of PORTLAND and State of OR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of SEPTEMBER A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 03rd day of SEPTEMBER A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of June A.D., 2022.



Frank A. Carrino, Secretary

## RIDER NO.

This Rider to be attached to and form part of Bond No. 225121P, effective 6/30/2022, covering

Performance Bond

on behalf of FPG Sun Menifee 80 LLC

and in favor of City Council of the City of Menifee, State of California

Change the Surety Company:

From: Westfield Insurance Company

To: Westfield National Insurance Company

The attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified.

This Rider is effective from the 30th day of June, 2022

Signed and dated this 5th day of July, 2022

- ☐ WESTFIELD INSURANCE COMPANY
- ☒ WESTFIELD NATIONAL INSURANCE COMPANY
- ☐ OHIO FARMERS INSURANCE COMPANY

By Brad Mapes

Attorney-in-Fact

Accepted \_\_\_\_\_

By \_\_\_\_\_

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/03/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3616922 00

General  
Power  
of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KARL CHOLTUS, NATHAN WONDER, EMILY NAGEL, BRAD MAPES, SARAH HARREN, JOINTLY OR SEVERALLY

of PORTLAND and State of OR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of SEPTEMBER A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 03rd day of SEPTEMBER A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of July A.D., 2022.



Frank A. Carrino, Secretary



**FAITHFUL PERFORMANCE BOND**  
**CITY OF MENIFEE, STATE OF CALIFORNIA**  
(Government Code Section 66499.1)

FOR: Street/Drainage	\$ 0.00	Parcel Map	TM36803 (ONSITE)
Dom Wtr	\$ 652,000.00	Other Project No.	IP21-014U WATER
Rec Wtr	\$ 0.00	Bond No.	<b>278954Q</b>
Sewer	\$ 0.00	Premium	<b>\$5,216.00</b>
WQMP	\$ 0.00		
Total	\$ 652,000.00		
Surety	<b>Westfield National Insurance Company</b>	Principal	FPG Sun Meniffee 80 LLC
Address	<b>P.O. Box 5001</b>	Address	27777 Franklin Road, Suite 200
City/ State	<b>Westfield Center, OH</b>	City/State	Southfield, MI
Zip code	<b>44251-5001</b>	Zip	48034
Phone	<b>330-887-0101</b>	Phone	(248) 598-2595

WHEREAS, the City Council of the City of Meniffee, State of California, **FPG Sun Meniffee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-014U – WATER ONLY**, which agreement(s), dated **January 31, 2023**, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s).

NOW, THEREFORE, we the principal and **Westfield National Insurance Company**, as surety, are held and firmly bound unto the City of Meniffee in the penal sum of **Six Hundred Fifty-Two Thousand and 0/100 Dollars, (\$652,000.00)** lawful money of the United States, for the payment of which sum will and truly 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 bonded 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(s) 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 City of Meniffee, its officers, agents and employees, as therein stipulated, 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 of Meniffee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

## FAITHFUL PERFORMANCE BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed there under 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 to the terms of the agreement(s) or to the work or to the specifications..

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.

When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on January 31st, 2023.

NAME OF PRINCIPAL: FPG Sun Menifee 80 LLC

AUTHORIZED SIGNATURE(S):

By:

  
Name: William Raffoul  
Title: Authorized Signatory

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: **Westfield National Insurance Company**

AUTHORIZED SIGNATURE:

  
Its Attorney-in-Fact Jaimie Kangas Title **Attorney-in-Fact**

(IF CORPORATION, AFFIX SEAL)

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



**MATERIAL AND LABOR BOND**  
**CITY OF MENIFEE, STATE OF CALIFORNIA**  
(Government Code Section 66499.2)

FOR: Street/Drainage	\$ 0.00	Parcel Map	TM36803 (ONSITE)
Dom Wtr	\$ 326,000.00	Other Project No.	IP21-014U WATER
Rec Wtr	\$ 0.00	Bond No.	<b>278954Q</b>
Sewer	\$ 0.00	Premium	<b>\$5,216.00</b>
WQMP	\$ 0.00		
Total	\$ 326,000.00		
Surety	<b>Westfield National Insurance Company</b>	Principal	FPG Sun Menifee 80 LLC
Address	<b>P.O. Box 5001</b>	Address	27777 Franklin Road, Suite 200
City/ State	<b>Westfield Center, OH</b>	City/State	Southfield, MI
Zip code	<b>44251-5001</b>	Zip	48034
Phone	<b>330-887-0101</b>	Phone	(248) 598-2595

WHEREAS, the City Council of the City of Menifee, State of California, and **FPG Sun Menifee 80 LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **TR36803 / IP21-014U – WATER ONLY**, which agreement(s), dated **January 31, 2023**, is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee 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 the undersigned, as corporate surety, are firmly bound unto the City of Menifee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Three Hundred Twenty-Six Thousand and 0/100 Dollars, (\$326,000.00)** 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 City of Menifee 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 upon 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.

## MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to 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 are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on January 31<sup>st</sup>, 2023.

NAME OF PRINCIPAL: FPG Sun Menifee 80 LLC

AUTHORIZED SIGNATURE(S):

By:

  
Name: William Raffoul  
Title: Authorize Signatory

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Westfield National Insurance Company

AUTHORIZED SIGNATURE:

  
Its Attorney-in-Fact Jaimie Kangas Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

PRINCIPAL NOTARY ACKNOWLEDGMENT

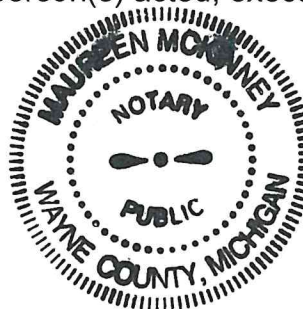
STATE OF: MICHIGAN

COUNTY OF: OAKLAND

On Jan 31, 2023 before me, Maureen McKinney, William Raffoul,  
a Notary Public, personally appeared William Raffoul personally  
known to me (or 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 all 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.

WITNESS my hand and official seal.

Signature Maureen McKinney



SURETY NOTARY ACKNOWLEDGMENT

STATE OF: OREGON

COUNTY OF: MULTNOMAH

On 1/31/2023 before me, Emily Nagel, a Notary  
Public, personally appeared Jaimie Kangas personally known to  
me (or 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 all 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.

WITNESS my hand and official seal.

Signature Emily Nagel



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/21/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3616922 01

General  
Power  
of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KARL CHOLTUS, BRAD MAPES, SARAH HARREN, EMILY NAGEL, ELIZABETH HARMON, SHANNA COX, KELLY NIEMELA, NICK DEAN, STEFAN K. ENGELHARDT, JAIMIE KANGAS, JOINTLY OR SEVERALLY

of PORTLAND and State of OR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."


"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of NOVEMBER A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of NOVEMBER A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed





David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of January A.D., 2023.



  
Frank A. Carrino, Secretary