

Bond No. 6625606  
Premium: \$4335.00

BID NO: \_\_\_\_\_  
BOND NO: N/A

BOND FOR FAITHFUL PERFORMANCE

**31001**

KNOW ALL MEN BY THESE PRESENTS: That we, Mariposa Horticultural Enterprises, Inc.  
as PRINCIPAL, and Firat National Insurance Company of America, located at  
120 Vantis, Aliso Viejo, CA 92656, a corporation, incorporated under the laws of the  
State of Washington, admitted as a surety in the State of California and authorized to transact business in the State of California, as  
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of  
Six Hundred Thirty Nine Thousand One Hundred Fifty Two and 00/100 DOLLARS  
(\$ 639,152.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind  
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with  
said City of Long Beach for the Contract Area 3 (Southwest Parks and Streets)  
and  
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and  
obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this  
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the  
services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of  
time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other,  
shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or  
assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or  
forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer or  
said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to  
the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature  
payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all  
of the formalities required by law on this 10th day of February, 2009.

Mariposa Horticultural Enterprises, Inc.  
CONTRACTOR / PRINCIPAL  
By: [Signature]  
Name: Terry Noriega  
Title: President  
By: [Signature]  
Name: Antonio Valenzuela  
Title: Secretary

Firat National Insurance Company of America  
SURETY  
By: [Signature]  
Name: Jeffrey R. Gryde  
Title: Attorney-in-Fact  
Telephone: 949-860-6620

Approved as to form this 19th day of March, 2009  
ROBERT E. SHANNON, City Attorney  
By: [Signature] Deputy

Approved as to sufficiency this 23 day of March, 2009  
By: [Signature] Assistant City Manager  
City Manager / City Engineer

EXHIBIT REQUIRED  
TO VERIFY SOL OF  
THE CITY CHARTER.

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's  
certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif.  
Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

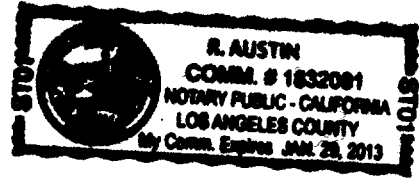
Jurat

State of California  
County of Los Angeles

On, February 17, 2009, before me, Terry Noriega President and Antonio Valenzuela Secretary – Mariposa Landscapes, Inc., Subscribed and sworn to (or affirmed) before me on this date, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

(Seal)



Signature R. Austin  
R. Austin – Notary Public # 1832091



POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 9392

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

\*\*\*\*\*JEFFREY R. GRYPDE; Laguna Niguel, California\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 26th day of January, 2009

Dexter R. Legg

Dexter R. Legg, Secretary

TAMIKOLAJEWSKI

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 10th day of February, 2009



Dexter R. Legg

Dexter R. Legg, Secretary

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On February 10, 2009 before me, Kathy L. Burnum, Notary Public  
(Here insert name and title of the officer)

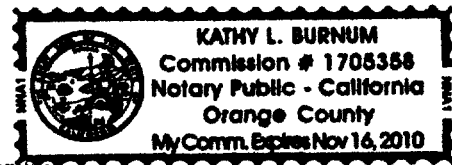
personally appeared Jeffrey R. Gryde

who proved to me on the basis of satisfactory evidence to be the person(~~X~~) whose name(~~X~~) is/~~XX~~ subscribed to the within instrument and acknowledged to me that he/~~XXXXXX~~ executed the same in his/~~XXXXXX~~ authorized capacity(~~XX~~), and that by his/~~XXXXXX~~ signature(~~X~~) on the instrument the person(~~X~~), or the entity upon behalf of which the person(~~X~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kathy L. Burnum  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

<b>DESCRIPTION OF THE ATTACHED DOCUMENT</b>
<p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document)</small></p> <p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date _____</p> <p>_____</p> <p style="text-align: center;"><small>(Additional information)</small></p>

<b>CAPACITY CLAIMED BY THE SIGNER</b>
<p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input checked="" type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document