

**GRADING ONLY AGREEMENT**

DATE OF AGREEMENT: December 27, 2022.

NAME OF OWNER/DEVELOPER MRES Millennium Holdings, LLC  
(referred to as "GRADER")

PROPERTY (MAP AND PARCEL NO.): Parcel 7 of Map 36792 No. of Lots: 1  
(referred to as "PROPERTY")

GRADING PLANS APPROVED ON: January 12, 2023  
(referred to as "GRADING PLANS")

ESTIMATED TOTAL COST OF GRADING: \$ 189,393.50.

SURETY: 55-226149  
BOND NOS: \_\_\_\_\_  
SURETY: United Fire & Casualty Company

-OR-

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. \_\_\_\_\_  
FINANCIAL INSTITUTION: \_\_\_\_\_

-OR-

CASH/CERTIFICATE OF DEPOSIT, AGREEMENT DATED: \_\_\_\_\_  
FINANCIAL INSTITUTION: \_\_\_\_\_

This Agreement is made and entered into by and between the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the GRADER.

## RECITALS

A. In consideration of the approval of the Grading Plans for the PROPERTY by the City Council, GRADER desires to enter into this Agreement, whereby GRADER promises to complete, at GRADER's own expense, all the grading work required by CITY in connection with the proposed PROPERTY. GRADER has secured this Agreement by grading security required by the City and approved by the City Attorney.

B. GRADING PLANS for the grading of the PROPERTY have been prepared by GRADER and approved by the City Engineer. The GRADING PLANS numbered as referenced previously in this Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the GRADING PLANS shall include reference to any specifications for the improvements as approved by the City Engineer.

C. An estimate of the cost for grading and performing land development work in connection with the grading according to the GRADING PLANS has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.

D. CITY has adopted standards for the grading of property within the CITY. The GRADING PLANS have been prepared in conformance with CITY standards in effect on the date of the approval.

E. GRADER recognizes that CITY and adjacent properties may be damaged by GRADER's failure to perform its obligations to complete approved grading by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by GRADER.

**NOW, THEREFORE**, in consideration of the approval by the City of the GRADING PLANS, GRADER and CITY agree as follows:

(1) GRADER's Obligation to Complete Grading.

GRADER shall:

(a) Complete at GRADER's own expense, all the grading required by the Approval in conformance with approved GRADING PLANS within one year from date of execution of this Agreement; provided however, that the grading shall not be deemed to be completed until approved by City Engineer as provided in Section 4 herein.

(2) Security.

GRADER shall at all times guarantee GRADER's performance by furnishing to CITY, and maintaining, good and sufficient security as required by the CITY on forms approved by CITY for the purposes and in the amounts as follows:

(a) to assure faithful performance of this Agreement in regard to said grading in an amount of 25% of the estimated cost of the grading.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

(3) Alterations to GRADING PLANS.

(a) Any changes, alterations or additions to the GRADING PLANS not exceeding ten percent (10%) of the original estimated cost of the improvements, which are mutually agreed upon by CITY and GRADER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, GRADER shall provide grading security for faithful performance as required by Section (3) of this Agreement for twenty-five percent (25%) of the total estimated cost of the grading as changed, altered, or amended, minus any completed partial releases allowed by Section (6) of this Agreement.

(b) The GRADER shall complete the grading in accordance with CITY standards in effect at the time of approval of GRADING PLANS. CITY reserves the right to modify the standards applicable to the PROPERTY and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If GRADER requests and is granted an extension of time for completion of the grading, CITY may apply the standards in effect at the time of the extension.

(4) Inspection. GRADER shall at all times maintain proper facilities and safe access for inspection of the grading by CITY inspectors. Upon completion of the work, GRADER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the grading. When applicable law requires an inspection to be made by City at a particular stage of the grading, CITY shall be given

timely notice of GRADER's readiness for such inspection and GRADER shall not proceed with additional work until the inspection has been made and the work approved. GRADER shall bear all costs of inspection and certification.

(5) Release of Securities. The securities required by this Agreement shall be released as following:

(a) Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and approved of the act or work.

(6) Injury to Public Improvements, Public Property or Public Utilities Facilities. GRADER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or property monuments which are destroyed or damaged as a result of any work under this Agreement. GRADER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

(7) Permits. GRADER shall, at GRADER's expense, obtain all necessary permits and licenses for the grading, give all necessary notices and pay all fees and taxes required by law.

(8) Default of GRADER.

(a) Default of GRADER shall include, but not be limited to,

(1) GRADER's failure to timely commence the grading;

(2) GRADER's failure to timely complete grading;

- (3) GRADER's failure to timely cure any defect in the grading;
- (4) GRADER's failure to perform substantial work for a period of twenty (20) calendar days after commencement of the work;
- (5) GRADER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which GRADER fails to discharge within thirty (30) days;
- (6) the commencement of a foreclosure action against the PROPERTY or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (7) GRADER's failure to perform any other obligation under this Agreement.

(b) CITY reserves to itself all remedies available to it at law or in equity for breach of GRADER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by GRADER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of grading and, therefore, CITY's damages for GRADER's default shall be measured by the cost of completing the required grading. The sums provided by the security may be used by CITY for the completion of the grading in accordance with the GRADING PLANS contained herein.

In the event of GRADER's default under this Agreement, GRADER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to GRADER and to GRADER's surety, and agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of GRADER, and GRADER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to GRADER as may be on the site of the work and necessary for performance of the work.

(c) Failure of GRADER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against the PROPERTY. The remedy provided by this subsection (c) is in addition to and not in lieu of other remedies available to CITY. GRADER agrees that the choice of remedy or remedies for GRADER's breach shall be in the discretion of CITY.

(d) In the event that GRADER fails to perform any obligation hereunder, GRADER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of engineers, attorneys, other professionals, and court costs.

(e) The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of GRADER.

(9) GRADER Not Agent of CITY. Neither GRADER nor any of GRADER's agents, contractors or subcontractors are or shall be considered to be agents of CITY in connection with the performance of GRADER'S obligations under this Agreement.

(10) Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or

omissions of GRADER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. GRADER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof, agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of GRADER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the grading of the PROPERTY, and in addition, to adjacent property owners. Approval by CITY of the grading shall not constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the performance of grading, regardless of any negligent action or inaction taken by CITY in approving the plans, unless the particular design was specifically required by CITY over written objection by GRADER submitted to the City Engineer before approval of the particular grading design, which objection indicated that the particular grading design was dangerous or defective and suggested an alternative safe and feasible design.

GRADER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.



(11) Personal Nature of GRADER'S Obligations. All of GRADER's obligations under this agreement are and shall remain the personal obligations of GRADER notwithstanding a transfer of all or any part of the property subject to this Agreement, and GRADER shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the PROPERTY or to any other third party without the express written consent of CITY.

(12) Sale or Disposition of PROPERTY. GRADER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the GRADER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the GRADER of the obligations under Section (18) for the work or improvement done by GRADER.

(13) Time of the Essence. Time is of the essence in the performance of this Agreement.

(14) Time for Commencement of Work; Time Extensions. GRADER shall commence substantial grading required by this Agreement not later than six (6) months after the date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of grading hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to GRADER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle GRADER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar

political actions which prevents the conducting of work, which GRADER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by GRADER, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the City Engineer may require GRADER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

(15) No Vesting of Rights. Performance by GRADER of this Agreement shall not be construed to vest GRADER's rights with respect to any change in any zoning or building law or ordinance.

(16) Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

Notice to CITY: City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, California 92260  
Attn: Maria Fraser, City Engineer

Notice to GRADER: Lippert Construction, Inc.  
Dave Lippert  
P.O. Box 5477  
La Quinta, CA 92248

Notice to SURETY: United Fire & Casualty Company  
Attn: Surety Department  
118 Second Avenue SE  
Cedar Rapids, IA 52401

(17) Compliance With Laws. GRADER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the grading required by this Agreement.

(18) Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

(19) Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

(20) Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

(21) Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

(22) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

(23) Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

(24) Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Riverside, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date hereinabove first written; by CITY, by and through its Mayor.

  
\_\_\_\_\_  
MRES Millennium Holdings, LLC

CITY OF PALM DESERT

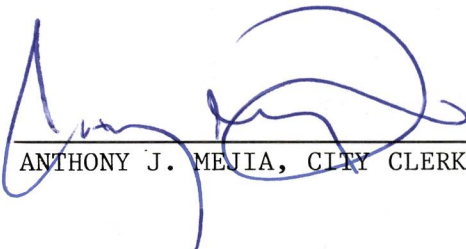
GRADER

\_\_\_\_\_

GRADER  
(Proper Notarization of  
GRADER's signature is  
required and shall be attached)

By:   
\_\_\_\_\_  
L. TODD HILEMAN, CITY MANAGER

ATTEST:

  
\_\_\_\_\_  
ANTHONY J. MEJIA, CITY CLERK

APPROVED AS TO FORM:

  
for \_\_\_\_\_  
ROBERT W. HARGREAVES, CITY ATTORNEY

ACKNOWLEDGEMENT


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

State of Nebraska }  
 } ss.  
County of Douglas }

On December 27, 2022, before me, Laura Schoening, a Notary Public, personally appeared Adam S. Kirshenbaum, a Manager of MRES Legacy Manager III, LLC, the Manager of MRES Millennium Holdings, LLC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

LAURA SCHOENING  
General Notary - State of Nebraska  
My Commission Expires Apr 22, 2025

## **Exhibit A**

Rough Grading Bond Estimate dated December 16, 2022.

**ROUGH GRADING BOND ESTIMATE**  
**Millennium Apartments, City of Palm Desert**

**PREPARED: December 16, 2022**

ITEM	QUANTITY		UNIT COST		COST
<b>ROUGH GRADING:</b>					
MASS EXCAVATION	10,661	CY	4.00	\$	42,644
IMPORT	23,531	CY	12.00	\$	282,372
CONST. 6' PERIMETER/GARDEN WALL	2,096	LF	82.00	\$	171,872
CONST. 8' COMBINATION GARDEN/RETAINING WALL	380	LF	120.00	\$	45,600
CONST. VAR. HGT. (4' max) RETAINING WALL	676	LF	124.00	\$	83,824
CONST. DRY WELL PER CITY STD. 111	1	EA	5,000.00	\$	5,000
<b>Subtotal Rough Grading</b>					<b>\$ 631,312</b>
<b>Contingency Fee 20%</b>					<b>\$ 126,262</b>
<b>TOTAL GRADING BOND ESTIMATE</b>					<b>\$ 757,574</b>

UNIT PRICES USED HEREIN ARE BASED UPON EITHER CLIENT PROVIDED INFORMATION OR FROM BEST AVAILABLE INDUSTRY DATA AT THE TIME OF PREPARATION. CONSULTANT ASSUMES NO RESPONSIBILITY FOR THE EXACTNESS OF SUCH UNIT PRICES IN EITHER EVENT.

PREPARED UNDER THE SUPERVISION OF:



EDWARD J. LENTH, R.C.E. 052496  
EXP. DATE 12/31/24

Dec. 16, 2022  
DATE



CITY OF PALM DESERT ENGINEERING DIVISION	
Project No. <u>RG22-0008</u>	Submittal No. <u>X</u>
Date <u>12/21/2022</u>	By <u>J. Tanner, PE</u>
<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> APPROVED PENDING ITEMS
<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> MAKE CORRECTIONS AS NOTED
<small>MICHAEL BAKER INTERNATIONAL REVIEW</small>	



CITY OF PALM DESERT  
STANDARD FORM  
GRADING  
FAITHFUL PERFORMANCE BOND

DESCRIPTION OF PROPERTY: Parcel Map No. 36792, Parcel 7  
NAME OF GRADER: MRES Millennium Holdings, LLC  
NAME OF SURETY: United Fire & Casualty Company  
EFFECTIVE DATE: 1/27/2023  
AMOUNT OF BOND: \$189,393.50  
BOND NUMBER: 55-226149  
PREMIUM: \$3,788.00

**KNOW ALL MEN BY THESE PRESENTS:** That the person, firm, corporation, entity, or otherwise, named on line 2 above, without regard to gender and number, hereinafter referred to as PRINCIPAL, and the corporation named on Line 3 above, a corporation authorized to do business in the State of California and presently possessed of authority under Title 6 of the United States Code to do business under Sections 6 to 13 thereof, in the aggregate amounts hereof, hereinafter referred to as SURETY, are jointly and severally held and firmly bound unto the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as CITY, in the sum mentioned on Line 5 above, for the faithful performance of that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on Line 1 above, as required by the provision of the CITY ordinances, resolutions, rules, and regulations, for the payment of which sums well and truly to be made,

PRINCIPAL and SURETY hereby bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the said PRINCIPAL shall faithfully perform the covenants, conditions, and agreements contained in that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on LINE 1 of Page 1 hereof, which said agreement is by this reference incorporated herein, on its part to be kept and performed, in a manner and form therein specified, and shall furnish material in compliance with the specifications and perform all that certain work and improvement in said CITY which is more particularly described in said GRADING ONLY AGREEMENT, then the obligation with respect to the faithful performance is by this reference incorporated herein.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT, the work, the specifications or any feature or item of performance thereunder. In the event it becomes necessary for CITY to bring an action to enforce this bond, SURETY shall pay CITY's reasonable attorney's fees and court costs in connection therewith.

IN WITNESS WHEREOF, PRINCIPAL and SURETY have executed this instrument on the date mentioned on Line 4 of Page 1 hereof.

  
\_\_\_\_\_  
PRINCIPAL'S SIGNATURE                      PRINCIPAL'S SIGNATURE

Trey Simpson  
\_\_\_\_\_  
PRINT NAME                                      PRINT NAME

MRES Legacy Manager III, LLC  
Manager of MRES  
Authorized Person, Millennium Holdings, LLC  
\_\_\_\_\_  
TITLE & COMPANY NAME                      TITLE & COMPANY NAME

  
\_\_\_\_\_  
SURETY SIGNATURE

UNITED FIRE & CASUALTY COMPANY  
118 Second Avenue SE  
Cedar Rapids, IA 52401

James M. King  
\_\_\_\_\_  
SURETY ATTORNEY-IN-FACT

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for ROBERT W. HARGREAVES, CITY ATTORNEY

(Notarial acknowledgement of execution by ALL PRINCIPALS and SURETY must be attached.)

# ACKNOWLEDGEMENT - PRINCIPAL

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

State of Nebraska }  
County of Douglas } ss.

On January 27<sup>th</sup>, 2023, before me, Laura Schoening, a Notary Public, personally appeared Trey Simpson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

LAURA SCHOENING  
General Notary - State of Nebraska  
My Commission Expires Apr 22, 2025

Signature [Signature]

## ACKNOWLEDGEMENT - SURETY

State of Nebraska }  
County of Lancaster } ss.

On January 27, 2023, before me, Tamala J. Hurlbut, a Notary Public, personally appeared James M. King, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

GENERAL NOTARY - State of Nebraska  
TAMALA J HURLBUT  
My Comm. Exp. November 7, 2025

Signature [Signature]



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES M. KING, THOMAS L. KING, JACOB J. BUSS, ROBERT T. CIRONE, SETH WEEDIN EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 27th day of March, 2019



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*  
 Vice President

State of Iowa, County of Linn, ss:

On 27th day of March, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 27th day of January, 2023.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC