SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA





FROM: TLMA - Transportation Department

SUBMITTAL DATE: July 15, 2010

SUBJECT:

Tracts 31390, 31390-1 and 31390-2, Subdivision Improvement Takeover

Agreement, Third Supervisorial District

RECOMMENDED MOTION: That the Board of Supervisors approve and execute the attached Takeover Agreement which allows Travelers Casualty and Surety Company to complete the necessary for public health and safety bonded subdivision improvements in place of the defaulted developer.

On August 27, 2007, pursuant to Government Code Section 66462, the **BACKGROUND:** County of Riverside acting through the Board of Supervisors and A. Murphy Ranch, LLC entered into Subdivision Improvement Agreements for the construction of offsite improvements for streets and the installation of water and sewer systems within the above referenced

> Juan C. Perez **Director of Transportation**

HS:IIr

Departmental Concurrence

(Continued on next page)

FINANCIAL	Current F.Y. Total Cost:	\$ 0	In Current Year E	Budget: N/A
FINANCIAL	Current F.Y. Net County Cost:	\$ O	Budget Adjustme	ent: No
DATA	Annual Net County Cost:	\$ O	For Fiscal Year:	2010/2011
SOURCE OF FUNDS:		-		Positions To Be Deleted Per A-30
				Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

Policy

D/

FORM APPROVED COUNTY COUNSE

Consent

Dep't Recomm.: of C Exec.

Prev. Agn. Ref. 8/28/07, Item 2.56

District: 3

Agenda Number:

The Honorable Board of Supervisors
RE: Tracts 31390, 31390-1 and 31390-2, Subdivision Improvement Takeover Agreement, Third Supervisorial District
July 15, 2010
Page 2 of 2

subdivision. Faithful Performance and Material & Labor Bonds were posted by Travelers Casualty and Surety Company to guarantee the completion of the improvements within the subdivision. The required improvements have only been partially completed in accordance with the approved plans, and A. Murphy Ranch, LLC abandoned the project and defaulted on the Subdivision Improvement Agreements.

On March 9, 2009 the County through Transportation Department issued a Notice of Default to A. Murphy Ranch, LLC, notifying A. Murphy Ranch, LLC and its surety Travelers Casualty and Surety Company of the default. The County also made a demand upon Travelers Casualty and Surety Company, as surety under subdivision bonds, to complete the bonded improvements within the subdivision and to pay A. Murphy Ranch, LLC's subcontractors.

Given the subdivision has not yet been developed no residential dwelling units have been constructed or will be constructed on the above reference tract in the near future, only the improvements necessary for the safety and welfare of the surrounding public and environment need to be presently installed. The improvements to be constructed are the street and drainage improvements shown on the approved plans less the landscaping, sidewalk, street lighting and traffic signal. Also included are the water system and sewer system improvements that lie within Murrieta Road. These improvements lie within Murrieta Road southerly of Newport Road in the City of Menifee. Also included is a portion of Mountain Park Drive, which is adjacent to and southerly of the Audie Murphy Ranch development. Travelers Casualty and Surety Company has agreed to take over and procure completion of the improvements necessary for the safety and welfare of the surrounding public and environment on the above referenced tract. The improvements excluded from this takeover agreement will be rebonded at such time that development of this site commences. The improvements necessary for the safety and welfare of the surrounding public and environment for Tract 31390, 31390-1 and 31390-2 are fully described in Exhibit C and D to the attached Takeover Agreement.



SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between THE COUNTY OF RIVERSIDE, (the "County"), and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("Travelers") effective on the date this Agreement is approved by the Board of Supervisors for the County of Riverside ("Effective Date")...

I. RECITALS

- A. WHEREAS, on or about August 28, 2007, A. MURPHY RANCH, LLC ("Developer"), entered into Subdivision Agreements with the County to furnish all labor, equipment and materials necessary to perform and complete offsite road, drainage, water and sewer system improvements for a portion of a land division known as Audie Murphy Ranch, consisting of Tracts 31390, 31390-1 and 31390-2 (Offsite Improvements) ("Project"). The Subdivision Agreements are incorporated in this Agreement by reference as though fully set forth herein and are expressly made a part of this Agreement and attached hereto as Exhibit "A".
- B. WHEREAS, on or about May 2, 2007, pursuant to California Government <u>Code</u> Sections 66499 et seq., Travelers issued the following surety bonds for the Project: (1) Faithful Performance Bond No. 104884781 in the amount of \$1,544,500.00 for Tract 31391; (2) Material and Labor Bond No. 104884781 in the amount of \$772,250.00 for Tract 31391; (3) Material and Labor Bond No. 104884781 in the amount of \$80,000 for Tract 31391; (4) Subdivision Monument Bond No. 104884782 in the amount of \$27,400.00 for Tract 31391; (5) Faithful Performance Bond No. 104884783 in the amount of \$3,346,500.00 for Tract 31391-4; (6) Material and Labor Bond No. 104884783 in the amount of \$1,673,250.00 for Tract 31391-4; (7) Subdivision Monument Bond No. 104884784 in the amount of \$62,900.00 for Tract 31391-4; (8) Faithful Performance Bond No. 104884785 in the amount of \$4,446,500.00 for Tracts 31391-1-2-3-4; (9) Material and Labor Bond No. 104884785 in the amount of \$2,261,750.00 for Tracts 31391-1-2-3-4; (10) Subdivision Monument Bond No. 104884786 in the amount of \$63,100.00 for Tracts 31391-1-2-3-4; (11) Faithful Performance Bond No. 104884787 in the amount of \$2,407,500.00 for Tracts 31391-2; (12) Material and Labor Bond No. 104884787 in the amount of \$1,203,750.00 for Tract 31391-2; (13) Subdivision Monument Bond No. 104884788 in the amount of \$35,200.00 for Tract 31391-2; (14) Faithful Performance Bond No. 104884789 in the amount of \$2,971,500.00 for Tract 31391-3; (15) Material and Labor Bond No. 104884789 in the amount of \$1,485,750.00 for Tract 31391-3; (16) Subdivision Monument Bond No. 104884790 in the amount of \$60,900.00 for Tract 31391-3; (17) Faithful Performance Bond No. 104908979 in the amount of \$4,703,500.00 for Tract 31390-2 (and portions of 31390 and 31390-1); (18) Material and Labor Bond No. 104908979 in the amount of \$2,803,000.00 for Tract 31390-2 (and portions of 31390 and 31390-1); (19) Subdivision Monument Bond No. 104908980 in the amount of \$81,100.00 for Tract 31390-2; (20) Faithful Performance Bond No. 104908981 in the amount of \$3,375,000.00 for Tract 31390; (21) Material and Labor Bond No. 104908981 in the

amount of \$1,687,500.00 for Tract 31390; (22) Subdivision Monument Bond No. 104908982 in the amount of \$99,300.00 for Tract 31390; (23) Faithful Performance Bond No. 104934014 in the amount of \$1,874,500.00 for Tract 31390-1; (24) Material and Labor Bond No. 104934014 in the amount of \$937,250.00 for Tract 31390-1; (25) Subdivision Monument Bond No. 104934015 in the amount of \$29,600.00 for Tract 31390-1; (26) Faithful Performance Bond No. 104934016 in the amount of \$1,518,500.00 for Tracts 31390, 31390-1 and 31390-2 (offsite improvements); and (27) Material and Labor Bond No. 104934016 in the amount of \$759,250.00 for Tracts 31390-1-2 (offsite improvements) (collectively, "Bonds"). The Bonds are incorporated in this Agreement by reference as though fully set forth herein and are expressly made a part of this Agreement and attached hereto as Exhibit "B".

- C. WHEREAS, subsequently thereafter, Developer defaulted on the Subdivision Agreements.
- D. WHEREAS, on or about March 9, 2009 the County advised Travelers that Developer was in default and the County made a claim against the Bonds.
- E. WHEREAS, in or about August 2009, Travelers agreed to complete certain work identified in the Subdivision Agreements with one or more Completion Contractors ("Completion Contractors").
- F. WHEREAS, this Agreement is intended to resolve all remaining issues between Travelers and the County with regard to the remaining improvements on the Project, fully, finally and forever, as set forth herein.

NOW, THEREFORE, based on the exchange of valuable consideration, the receipt and sufficiency of which is acknowledged, Travelers and the County agree to the following terms and conditions:

II. TERMS AND CONDITIONS

- 1. <u>Recitals</u>. The above Recitals and the Terms and Conditions are merely recitals and are not contractual.
- 2. <u>Incorporation of the Plans for the Subdivision Improvements on the Project.</u> The following plans are incorporated by reference into this Agreement as though fully set forth herein and are expressly made a part of this Agreement and attached hereto as Exhibit "C":
 - a. Street Improvement Plans for Tract 31390-2 & 31390 Offsite Street Improvements Schedule "A", Murrieta Road and Mountain Park Drive, Sheets 1-7 as amended (redlined) by the County dated June 19, 2009 and including added Sheet 4a by Osborn K&A Fallahi Engineering, 8 Sheets dated 5/10/2007 inclusive of Revision 1 Re-Bid Notes dated 8/14/2009.

- b. Sewer & Water Plans for Tract 31390 Offsite by Osborn K&A Fallahi Engineering, 4 Sheets dated 8/10/2006 Inclusive of Revision 1 dated 10/2006.
- c. Traffic Signal and Lighting Plan, Sheets 1-3.

The plans listed above, a-c, shall hereinafter be referred to as the "Plans," for purposes of this Agreement and any attachments. The plans in "c" above (Traffic Signal and Lighting Plan, Sheets 1-3) are included for reference only and not part of the work to be completed under this agreement.

- 3. <u>Travelers to Perform Portion of Remaining Work.</u> Travelers shall be responsible for the completion of the work as shown in the "Plans" and as described in complete detail in Exhibit "D" through one or more Completion Contractor(s) engaged by Travelers:
- a. The Completion Contractor(s) shall not commence the work described in Exhibits C and D until it has obtained and paid for an encroachment permit, verified or paid for a grading permit and paid for any other fees required by the County or the City of Menifee for the Project.
- b. Prior to commencement of the work described in Exhibits C and D, the Completion Contractor(s) will obtain approvals for and implementation of all traffic control throughout the duration of the work described in Exhibits C and D pursuant to the County of Riverside Transportation Department and/or the City of Menifee.
- c. All work shall be in compliance with General Notes, Basis of Bearings, Engineer's Notes, Notice to the Contractor, Legends, Notifications, Eastern Municipal Water District Water Notes and Limitations, or any other references depicted on any of the Plans for the duration of the work described in Exhibits C and D. The work shall incorporate best management practices for Storm Water Pollution Prevention Plans ("SWPPP") as they apply to general construction practices in the Santa Ana Watershed.
- d. The County agrees to provide assistance to the Completion Contractor in obtaining access to properties it owns and/or has an easement for public use or right of way over properties adjacent to or in connection with the Project as required to complete the work.
- e. Travelers will complete the work described in Exhibit D within 360 days, which will begin when Travelers retains a completion contractor and acquires all permits, licenses and any other documentation necessary to proceed with the work described in Exhibit D. County will take into account rain day delays and any exposure to delays caused by a contractor should the County retain in order to complete the 24" water main work which is not part of the scope to be completed by Travelers.

- f. Travelers' completion of the work described in Exhibit D shall be in accordance with the Plans, subject, however, to the limitation in California <u>Government Code</u> Section 66499.9(b) that Travelers shall not perform any changes or alterations to the Plans which exceed the original estimated cost of the improvement by more than 10%.
- 4. <u>Selection of Completion Contractors</u>. No later than 75 days after the date of this Agreement, Travelers will hire Completion Contractors with aggregate bids to complete the work described in Exhibits C and D.
- Bonding and Work of Completion Contractors. Travelers shall require that the Completion Contractors hired pursuant to this Section 3 provide performance bonds in an amount equal to the contract amount with each Completion Contractor. These bond(s) shall be issued by one or more insurance carriers that are admitted to do business in California, maintain an agent for proof of service of process within California, and have a current A.M. Best Rating of A:VII or better; provided, however, that such bond(s) shall not be issued by Travelers, any of its affiliates or any company in which Travelers has an ownership interest. In the event that the Completion Contractors do not timely complete the work described in Exhibits C and D, Travelers agrees to call the bond(s) and take all necessary legal action against the surety so that the surety timely completes the work described in Exhibits C and D pursuant to the terms of this Agreement. Notwithstanding any language in this Agreement to the contrary, the Parties agree that none of the legal costs and expenses incurred by Travelers to obtain completion of the work described in Exhibits C and D upon a default by one or more of the Completion Contractors shall be deemed an expenditure of the penal amount of the Bonds or expended pursuant to the Bonds. Such "legal costs and expenses" do not include costs incurred by Travelers for actual completion of any remaining work described in Exhibits C and D.
- 6. Relationship of Travelers to Completion Contractor(s). Travelers warrants and represents that Travelers and its officers, officials, employees and/or agents have no ownership interest in any of the Completion Contractors that Travelers hires to perform the work under this Agreement. Travelers also warrants and represents that Travelers and/or its officers, officials, employees and agents have not and will not receive any rebates, refunds, dividends, payments or any other type of consideration from the Completion Contractors and/or the Completion Contractors' officers, officials, employees and agents. Travelers and/or any of its related entities shall not issue any of the bonds required by Section 5 of this Agreement.

4. Release of Bonds.

a. Upon completion of the work described in Exhibits C and D by Travelers and its Completion Contractor(s), agents and assigns, and acceptance of the work described in Exhibits C and D by the County, as provided under the Subdivision Improvement Agreements and Subdivision Improvement Bonds, the County shall reduce the amount of the Performance Bond No. 104934016 by ninety percent (90%) in accordance with the provisions of County of Riverside Ordinance 460 and California Government Code §§66499.7 and 66499.9. Upon completion of the work described in

Exhibits C and D by Travelers and its Completion Contractor(s), agents and assigns, and acceptance of the work described in Exhibits C and D by the County, performance and monument bond nos. 104884781, 104884782, 104884783, 104884784, 104884785, 104884786, 104884787, 104884788, 104884789, 104884790, 104908979, 104908980, 104908981, 104908982, 104934014, 104934015 shall be released.

- b. Upon completion of the one-year maintenance of the work described in Exhibits C and D by Travelers and its Completion Contractor(s), agents and assigns, as provided under the Subdivision Improvement Agreements and Subdivision Improvement Bonds, the County shall release the remaining balance of Performance Bond No. 104934016 in accordance with the provisions of County of Riverside Ordinance 460 and California *Government Code* §§66499.7 and 66499.9.
- c. Payment Bonds shall be reduced and released in accordance with the provisions of County of Riverside Ordinance 460 and California *Government Code* §66499.7(h).
- 5. <u>Mutual Releases</u>. Upon completion of the work described in Exhibits C and D, acceptance of the work described in Exhibits C and D by the County, and one-year maintenance of the work described in Exhibits C and D by Travelers and/or their contractors, agents and assigns, Travelers and the County, for themselves, and for all of their successors and assigns, fully and forever release, discharge, and dismiss any and all present and future claims, demands, actions, causes of action, rights, damages, costs, expenses and compensations whatsoever, in law or in equity, in the nature of an administrative proceeding or otherwise (known, unknown, contingent, accrued, inchoate or otherwise), that they have, have had or may have, now or in the future, against one another, arising out of or relating in any way to the work described herein and Travelers' obligations under the Bonds, Subdivision Agreements and the Plans with regard to the work described in Exhibits C and D, except that Travelers and the County do not release each other from the obligations expressly set forth in this Agreement, all of which survive this release and bind the parties hereto.
- 6. <u>County's and Travelers' Obligations With Respect to the Work Described in Exhibits C</u> and D. For purposes of completing the work described in Exhibits C and D, the County and Travelers shall have all rights, obligations, and responsibilities under the Subdivision Agreements with respect to each other, to the same extent and effect as if Travelers had executed the Subdivision Agreements initially and in addition to Developer. The parties stipulate and agree that Travelers may request inspection and approval of any item of the work described in Exhibits C and D as the item is completed. Inspections and completion shall be as set forth in the Subdivision Agreement.
- 7. <u>Performance Bonds Penal Amount</u>. The Performance Bonds remain in full force and effect in accordance with their terms and provisions; provided, however, that Travelers' performance obligation hereunder is expressly limited to expenditure of the penal amount of the Bonds.

- 8. <u>Payment Bonds Penal Amount.</u> The Payment Bond shall remain in full force and effect in accordance with its terms and provisions for purposes of the potential claims of third party beneficiaries of the Payment Bond. The total liability of Travelers under the Payment Bond is limited to, and shall not exceed, the penal amount of the Payment Bond.
- 9. <u>Satisfaction of Travelers' Performance Obligation</u>. The County's acceptance of the work described in Exhibits C and D, or Travelers' expenditure of the Bonds penal sum shall satisfy Travelers' performance obligations with regard to the Subdivision Agreements, the Bonds and this Agreement, except for the warranty required by paragraph one of the Subdivision Agreements.
- 10. <u>Indemnification by Travelers</u>. Travelers shall indemnify, defend and save harmless the County, the City of Menifee and their officers, agents, and employees from any and all liability, claims, demands, suits, or causes of action for damages arising out of the completion of the work described in Exhibits C and D undertaken by Travelers pursuant to this Agreement, except, however, Travelers shall not be responsible to indemnify, defend and save harmless the County for damages caused solely by the County's breach of contract or active negligence. This Section shall survive the termination of this Agreement.
- 11. <u>Notices.</u> All notices and correspondence to the County shall be mailed by U.S. Postal Service First Class Mail, with a copy by facsimile transmission, to:

Mr. Hugh Smith Construction Engineering Division Manager County of Riverside Transportation Department 2950 Washington Street Riverside, CA 92504

All notices and correspondence to Travelers shall be mailed by U.S. Postal Service First Class Mail, with a copy by facsimile transmission to:

Mr. Sam Barker Travelers Casualty and Surety Company of America 33650 6th Ave. South, Ste. 200 Federal Way, WA 98003 Telephone: (253) 943-5802

Fax: (253) 208-5976

Email: sebarker@travelers.com

Mr. Ronald Ashlock RJT Construction, Inc. 13240 Bell Air Drive Auburn, CA 95603 Tel: (530) 823-2220 Fax: (530) 823-1536

- 12. <u>No Third-Party Rights</u>. Except as expressly provided herein, nothing in this Agreement shall be deemed to create any rights in favor of, or to inure to the benefit of, any third parties, or to waive or release any defense or limitation against third party claims.
- 13. <u>All Claims Referred to Travelers</u>. The County recognizes that Travelers may be liable to unpaid contractors, subcontractors, or suppliers of Developer. The County agrees to make no representations or promises of payment to these contractors, subcontractors or suppliers and to refer all inquiries to Travelers.
- 14. Travelers' Performance Rights Confirmed. Nothing shall limit Travelers' rights as a completing surety under the Subdivision Agreements and applicable law, including the right of equitable subrogation which affords to Travelers all rights and remedies of the County against Developer, among others. Further, Travelers is subrogated to Developer's rights as Travelers is a performing surety under the Bonds. The County acknowledges that: (1) Travelers is entering into this Agreement not as a contractor, but as a means of satisfying Travelers' bond obligations; (2) Travelers will provide one or more Completion Contractors who are properly licensed and insured to perform the work described in Exhibits C and D; and (3) the County hereby forever releases and discharges any and all claims that Travelers is an unlicensed contractor.
- 15. <u>Agreement Binding on Successors</u>. This Agreement shall be binding upon the successors and assignees of Travelers and the County.
- 16. <u>No Modification Except in Writing</u>. This Agreement cannot be modified except in a writing signed by both the County and Travelers.
- 17. This Agreement Controls. In case of conflict between the provisions of this Agreement and the provisions of the Subdivision Agreements, the Bonds and Plans, this Agreement shall control. Further, this Agreement, the Subdivision Agreements, the Bonds and Plans constitute the entire Agreement between the County and Travelers and, together, supersede all prior negotiations, representations, offers, other writings, and oral statements of every description.
- 18. <u>Construction and Application of Law.</u> The parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the party preparing or drafting that Agreement. The parties also agree that this Agreement and its performance shall be governed by and construed in accordance with the laws of the state of California.
- 19. <u>Validity</u>. Invalidity of any portion or provisions of the Subdivision Agreements or this Agreement by reason of the laws of any State or for any other reason shall not render any other provisions or portions of the Subdivision Agreements or this Agreement invalid.

- 20. <u>No Waiver</u>. The failure of either party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.
- 21. <u>Reservation</u>. Other than expressly waived herein, Travelers and the County fully reserve all rights and defenses against each other, with respect to the Bonds, the Subdivision Agreements and Plans and Travelers expressly reserves all rights and defenses against Developer as the bond principal. Moreover, nothing in this Agreement constitutes a waiver of the penal amount or an increase in the liability of Travelers under the Bonds.
- 22. <u>Counterparts/Facsimile</u>. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed to be an original with all the counterparts constituting but one and the same instrument. The execution of this Agreement by any parties hereto will not become effective until counterparts hereof have been executed by all parties. Additionally, a facsimile signature shall bind the undersigned.

WHEREFORE, the parties have executed this Agreement by their authorized representatives.

DATED:	COUNTY OF RIVERSIDE
ATTEST:	By: Marion Ashley, Chairman, Board of Supervisors KECIA HARPER-IHEM Clerk of the Board
	BY:
DATED: June 8, 2010	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: Sam E. Barker

Its: Senior Claim Counsel

APPROVED AS TO FORM:

PAMELA J. WALLS, County Counsel

BY:

Elena M. Boeva,

Deputy County Counsel

WATT, TIEDER, HOFFAR & FITZGERALD, LLP.

Ву

Jeffrey T. Robbins, Esq.

Attorneys for Travelers Casualty and Surety

Company of America

IRVINE 155104.1 102471.039

AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

This agreement, made a	nd entered into by and between	the County of Riverside, State of California
hereinafter called County, and	A. Murphy Ranch, LLC	
hereinafter called Contractor.		

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tracts 31390, 31390-1, and 31390-2 (Offsite Improvements), hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County, Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One million three hundred fifty-two thousand five hundred and no/100 Dollars (\$1,352,500.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Contractor

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

A. Murphy Ranch, LLC 1522 Brook Hollow Drive, Suite 1 Santa Ana, CA 92705

IN WITNESS WHEREOF, Contractor has affixed hi	
	By Jun Mary
	Title Tim McGinnis, Executive Committee Membe
	Ву
COUNTY OF REVERSIBE	Title

JOHN TAVAGLIONE

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO, Clerk of the Board

Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

Βv

SIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY AND EXECUTED IN TRIPLICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California Personally known to me D proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-ROCHELLE M. SROMALLA subscribed to the within instrument and Commission # 1414863 acknowledged to me that he/ehe/they executed Notary Public - California the same in his/her/their authorized capacity(jes), and that by his/her/their Oronge County My Comm. Expiret May 2, 2007 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. **OPTIONAL** -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: __ Document Date: _ Number of Pages: _ Signer(s) Other Than Named Above: _ Capacity(ies) Claimed by Signer Signer's Name: _ ☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator Other:

(.) • • •

AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

This agreement, made and	entered into by and between the County of Riverside, State of California
hereinafter called County, and	A, Murphy Ranch, LLC
hereinafter called Contractor.	<u>.</u>

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tracts 31390, 31390-1, and 31390-2 (Offsite Improvements), hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Eastern Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Eighty-four thousand and no/100 Dollars (\$84,000.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor

A. Murphy Ranch, LLC 1522 Brook Hollow Drive, Suite 1 Santa Ana, CA 92705

IN	WITNESS	WHEREOF.	Contractor has aff	ixed his name	address and
т.,	***********	AAYTORING,	Contractor has an	ixcu iiis naine.	auuloss allurste

Ву	n Mely	w-

Title	Tim McGinnis,	Executive	Committee	Membe

Ву	

Title _____

OUNTY OF PIVERSIDE

UDHN TAVAGLIONE

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO, Clerk of the Board

Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

D.,

SIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY AND EXECUTED IN TRIPLICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California Dersonally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/aresubscribed to the within instrument and acknowledged to me that he/ehe/they executed the same in his/her/their authorized capacity(les), and that by his/her/their ROCHELLE M. SROMALLA Commission # 1414863 signature(s) on the instrument the person(s), or Notary Public - California Orange County Comm. Expires May 2, 2007 the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my fland and official seal OPTIONAL -Though the information below is not required by law, it may prove valuable to persons retying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** .Title or Type of Document: Document Date: Number of Pages: Signer(s) Other Than Named Above: _ Capacity(ies) Claimed by Signer ·Signer's Name: _ □ individual foo of thursb here ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator Other: Signer is Representing:_

AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

This agreement, made and	entered into by and between the County of Riverside, State of California,
hereinafter called County, and	A. Murphy Ranch, LLC
hereinafter called Contractor.	

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tracts 31390, 31390-1, and 31390-2 (Offsite Improvements), hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Eastern Municipal Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Eighty-two thousand and no/100 Dollars (\$82,000.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Contractor

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

A. Murphy Ranch, LLC 1522 Brook Hollow Drive, Suite 1 Santa Ana, CA 92705

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

Title Tim McGinnis, Executive Committee Member

Ву____

Title _____

COUNTY OF PIVERSIPE

JOHN TAVAGLIONE

Chairman, Board of Supervisors

ATTEST:

NANCY ROMERO, Clerk of the Board

Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

Rv

FIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY
AND EXECUTED IN TRIPLICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT A concrete terrestation of the second contract of the second contrac State of California personally appeared Dersonally known to me 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/ehe/they executed ROCHELLE M. SROMALLA the same in his/her/their authorized capacity(jes), and that by his/her/their Commission # 1414863 Notary Public - California signature(s) on the instrument the person(s), or Orange County Comm. Expires May 2, 2007 the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: __ Document Date: _ Signer(s) Other Than Named Above: __ Capacity(ies) Claimed by Signer Signer's Name: ☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attomey-in-Fact ☐ Trustee ☐ Guardian or Conservator Other:_ Signer Is Representing:_

DATE

April 19, 2007

Nov 18 2008 17:23

23 P. 02 Lile / Don/L/T

FEES AND SECURITIES WORKSHEET RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

	PARCEL/ TRACT M	AP/M8 NO.	TR31380	-1, TH31380-2, TR313	90 Oll Site Imp				
	IP NO.		050052						
	BONDING	• 100%	0	120%					
	IMPROVE	MENT		CONSTRUCTION CO	DST	(1	FAITHFUL PERFORMANCE SECURITY 00% of Estimated onstruction Costs)	(**50 Perio	ERIALS & LABOR SECURITY 0% of the Faithful Imance, except for VD add 100%)
A.	Streete/Drainage (8)	ID)	_\$		1,352,357.00	\$	1,352,500.00	\$	676,250.00
В.	Flood Control*		_5			\$	<u> </u>	\$	
C.	Water(EMWD)		_\$		83,858.00	\$	84,000.00	\$	42,000,00
D.	Sewer(EMWD)		_\$		81,876,00	\$	82,000.00	\$	41,000.00
E,	Total (A+B+C+D)					\$	1,518,500.00	\$	759,250.00
F.	WARRANTY RETER	NTION (10% o	(E)			\$	151,850.00		
G.	MONUMENT SECU	RITY BOND		•		<u>s</u>			•
	FEE CALCULATION			artment inspection fee			; ;		
H.	STREET/DRAINAG	E				\$	1,352,357.00		
I.	WATER					3	83,658.00		
J.	SEWER					\$	81,876,00	•	
K.	TOTAL					<u>\$</u>	1,517,891.00	•	
 L.	TRANS DEPT INS	PECTION FEE	DUE (K+C	D) X 3%		<u>s</u>	45.536.73		
M.	SURCHARGE FEE,	TRANS DEP	r inspect	110N (2% XL)		5	910.73	_	
N.	TOTAL- TRANS DE	PART INSPE	CTION FE	E + SUROHARGE (L+)	A)	_\$: 48,447.46	-	
O. P.	TRAFFIC CONTRO				Pitraf	3		-	
Q.	TOTAL FEES DUE					<u>.</u> \$	46,447.48	-	
CO	NTACT PERSON	Amir Fallahi	Ø K&A E	ngineering	_PHONE NO	(951)	279-1800	-	
ADI	DRESS	357 N. Sher	idan Stree	I, Suite 117, Corone, C	a. 92880			-	
PRI	EPARED BY	Jerry Ottes	on 9 Willd	BN CHECK BY		DATE	·	-	

Page 1 of 14

PARCEL MAP OR TRACT NO		1,31390-2, 31390 Off-Site	BY:	PJE	5/2007	
HPROVEMENTS	***************************************	PAITHFUL PERFORMANCE PACTURITY Leading OF Helinated Construction Costs)	i i i i i i i i		** (50% c	& LAHOR SECURITY f Estimated tion Costs)
treets/Drainage &	Ac	s 1,352,500		!	\$	694,250
lood Control* \$		\$ -		,	\$	•
ater District 6		\$ 84,000		•	\$	42,000
ewer District \$		\$ 82,000		i	\$	41,000
otal	>>	\$ 1,554,500			\$	777,250
arranty Retention (10t)		\$ 155,450		•		
debign engine	ere cal	COLATION OF IMPROVEME	NT BON	; december	COSTS	
DEBIGN ENGINE Construction items and their or the improvements require extensions using County's un	quanti	metruct the above pro	ched	sheet and t	s are acc	natical
construction items and their or the improvements require	quanti d to co it cost	ities as shown on atta onstruct the above pro- is are accurate for de- tude ad additional 20%	ched pact etermi	sheet and t ning	s are acc the mather bonding (natical costs.

District. Provide copy of F.C.D. letter stating cost estimate.

*****BERGE BAND INSTRUCTIONS BELOW****

- 1. Quantities to be taken from improvement plans. Unit costs to be as provided on "Riverside County Improvement Requirement Worksheet".
- 2. Show Performance Bond Amounts to the nearest \$500. Material and Labor Bond Amounts are 50% of Performance Bond Amounts.

 1** 100% for Flood Control items.
- 3. For construction items not covered by "Riverside County Improvement Requirement Workshest", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

Page 2 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT Tr. 31390-1,31390-2, 31390 Off-Site

3/15/2007

			:		
		STREET IMPROVEMENTS			
ÖMLA	UNIT	HETI	:	UNIT COBT	AMOUNT
		Roadway Excavation	:		
1,890	C.Y.	1. Projects with a Grading Plan	\$_	20.00	37,800
		Area x 0.50' (hinge point to hinge po	int	:}	•
	C.Y.	2. Projects without a Grading Plan			0
		(Road area and side slopes to dayligh	t		
, _		Cur (c) = fill (f) =	<u>}</u>		
			 		
	C.Y. (c or f) (a.) Excavate and Fill	\$	0.40	0
	C.Y. (c-f) (b.) Excavate and Export	\$	1.10	0
	C.Y. (f-c) (c.) Import and Fill	\$	2.80	Q
		If balance, provide (a.) only, either cut	OZ	fill	
·	,	If export, provide (a.) & (b.) a = fill,	b =	cut - fill	·
	-	If import, provide (a) & (c), a = cut,	=	fill - cut	
		(Unit costs for (a), (b), & (c) are 20% (£	ctual	
		costs to assure that work will be correct	ed	to	
		eliminate hazardous conditions.)			
625	L.F.	Sawout Exists. A.C. Pavement	\$	1.00	625
	S.F.	Cold plane A.C. Pavement	\$	0.50	0
575	8.Y.	Grinding A.C., in Place	\$	0.60	345
5,444	s.y.	Remove A.C. Pavement	\$	0.60	3,266

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RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET.

PROJECTT: 31390-1,31390-2, 31390 Off-Site

DATE

3/15/2007

		STREET IMPROVEMENTS	(Cont'd)		
onta Sala	UNIT	ITEM		UNIT COST	MOUNT
	L.F.	Remove Curb and Gutter	\$	18.00	0
	L.F.	Remove A.C. Dike	\$	3.00	
	S.F.	Remove Sidewalk		10.00	. 0
	2 EA.	Relocate Mailbox	\$	250.00	500
1,25	DL.F.	Remove Chain Link Fence	\$	7.50	9,375
	L.F.	Remove Barricade	\$	10.00	0
2,30	5 Ton	Asphalt Concrete(0.5') 64,050	S.F) \$	90.00	207,540
		(144 lbs/cu.ft.)			· · · · · · · · · · · · · · · · · · ·
V 26	B Ton	Asphalt Concrete(.25') 14,900	S.P) \$	90.00	24,120
		(144 lbs/ou.ft.)			
2,54	A C.Y.	Agg Base Class II (78950	S.F) \$	50.00	127,200
	3 Ton	Asph. Emulsion (Fog Seal/Paint F	Binder)		
		(1 ton = 240 gals) (85700	g.F.) \$	600.00	1,800
		apply at 0.05 + 0.03 = 0.08 gal/	/sx)		
6,75	05.7.	AC overlay (min. 0.10') (6,750 S	•	0.90	6,075
50	6 L.F.	Curb and Gutter (Type A-6)		10.00	5,060
1,50	8 L.F.	Curb and Gutter (Type A-8)	· s	12.00	18,096
	L.F.	Type "C" Curb	į	10.00	0
	L.F.	Type "D-1" Curb		10.00	0
	L.F.	Type "D" Curb	\$	15.00	0
24	2 L.F.	A.C. Dike (6") (incl. material &	labor)	8,00	1,936
1,85	2 L.F.	A.C. Dike (8") (incl. material &	labor) (10.00	18,520
····					Costs 12/05 mat 11/10/03

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RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET.

PROJECTTE. 31390-1,31390-2, 31390 off-Site

DATE

3/15/2007

		STREET IMPROVEMENTS (Cont.d)		
ÖNIX	UNIT	ITEM	UNIT COST	AMOUNT
865	s.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	8,650
16,554	g.F.	P.C.C. Sidewalk	\$ 6.00	99,324
	s.f.	P.C.C. Drive Approach	\$ 8.00	0
	s.f.	P.C.C. Dip Section Std. 307	\$ 6.00	0
3	ga	Handicapped Access Ramp	\$ 1500.00	4,500
	C.Y.	Structural Reinforced Concrete	\$ 400.00	0
14	L.F.	Barricades	\$ 100.00	1,400
	L.F.	Metal Beam Guard Railing	\$ 35.00	0
1,700	L.F.	Utility Trench, one side (Edison, Telepho	ne,	
		Cable) (total length of streets)	\$ 10.00	17,000
	L.F.	Chain Link Fence (6')	\$ 15.00	0
	L.F.	Relocate Fence	\$ 12.00	0
	Ea	Pipe Gate	!s 1000.00	0
5	Ba	Relocate Power Pole	\$ 10000.00	50,000
6	Ea	Street Lights (including conduit)	\$ 5000.00	30,000
3	Ea	Concrete Bulkhead	\$ 200.00	600
	Ea	Slope Anchors for Pipes	\$ 300.00	Ω
	C,Y.	Cut Off Wall (Std 2')	\$ 400.00	0
	Ea	A.C. Overside Drain	\$ 500.00	0
	Ea	Under Sidewalk Drain Std 309	\$ 2000.00	0
			•	-

Page 5 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET:

PROJECT Tr. 31390-1,31390-2, 31390 Off-Site DATE 3/15/2007

			<u> </u>		
L		STRBET IMPROVEMENTS	i		
ONTY	UNIT	ITRM	U	NIT COST	AMOUNT
	1 Ea.	Flat Outlet Drainage Structure Std 303	Ş	200.00	200
	Ea.	Curb Outlet Drainage Structure Std 308	ŝ	200.00	0
	S.F.	Terrace Drains and Down Drains	\$	6.50	0
1,20	5 S.F.	Interceptor Drains	ş	6.50	7,833
	C.Y.	R.C. Box Culvert	ş	400.00	0
	C.Y.	Concrete Channel	Ş	200.00	0
4	0 C.Y.	Rip Rap (1/4 Ton) Method B	\$	40.00	1,600
	C.Y.	Rip Rap (1/2 Ton) Method B	ä	45.00	0
	C.Y.	Rip Rap (1 Ton) Method B	\$	50.00	0
	C.Y.	Rip Rap (2 Ton) Method B	ş	55.00	0
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$	60.00	0
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	' \$	67.00	0
	C.Y.	Grouted Rip Rap (1 Ton) Method B	ş	75.00	0
	C.Y.	Grouted Rip Rap (2 Ton) Method B	Ş	80.00	0
39	0 L.F.	18" R.C.P.	ş	60.00	23,400
	4 L.F.	24" R.C.P.	. \$	70.00	39,480
	7 L.F.	30" R.C.P.	\$	80.00	17,360

Page 6 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET,

PROJECT Tr. 31390-1,31390-2, 31390 Off-Site

DATE

3/15/2007

		STREET IMPROVEMENTS (Cont'd)		
QNTY	UNIT	ITEM	UNIT COST	TMOUNT
	5 L.F.	36" R.C.P.	\$ 90.00	64,350
	L.F.	42" R.C.P.	s 200.00	0
	L.F.	48" R.C.P.	\$ 110.00	. 0
	L.F.	54" R.C.P.	\$ 130.00	0
	L.F.	60" R.C.P.	\$ 150.00	. 0
	L.F.	18" C.S.P. ox 21" x 15" CSPA	\$ 40.00	0
	L.F.	24" C.S.P. or 28" x 20" CSPA	\$ 50.00	0
	L.F.	30" C.S.P. or 35" x 24" CSPA	\$ 60.00	0
	L.F.	36" C.S.P. or 42" x 29" CSPA	\$ 70.00	0
	L.F.	42" C.S.P. or 49" x 33" CSPA	\$ 80.00	0
	L.F.	48" C.S.P. or 57" x 38" CSPA	\$ 100.00	0
	L.F.	54" C.S.P. or 64" x 43" CSPA	\$ 110.00	0
	L.F.	60" C.S.P. or 71" x 47" CSPA	\$ 120.00	0
	Ea.	Catch Basin W = 4'	\$ 1700.00	0
	Ea.	Catch Basin W = 7'	\$ 3000.00	, o
	6 Ea.	Catch Basin W = 14'	\$ 6000.00	36,000
_	Ea.	Catch Basin W = 21'	\$ 9000.00	0
	Ea.	Catch Basin W = 28'	\$ 12000.00	0

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RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET:

PROJECT Tr. 31390-1,31390-2, 31390 Off-site

DATE

3/15/2007

		STREET IMPROVEMENTS (Cont.d)			
QNTY	UNIT	ITEM		UNIT COST	AMOUNT
	Ea.	Type IX Inlet	\$	2500.00	0
	2 Ea.	Drop Inlet per RCFC Std CB110	\$	2500.00	5,000
	Ea.	Junction Structure No. 1	*	3000.00	C
	1 Ea.	Junction Structure No. 2	ş	3000.00	3,000
	Ba.	Junction Structure No. 6	Ş	3700.00	0
	Ea.	Transition Structure No. 1	; \$	12500.00	0
	Ea.	Transition Structure No. 2	\$	12500.00	0
	Ea.	Transition Structure No. 3	ļ	2700.00	0
	2 Ea.	Manhole No. 1	!\$	2700.00	5,400
	8 Ea.	Manhole No. 2	;\$	3300.00	26,400
	Ea,	Manhole No. 3	\$	2700.00	0
	2 Ea.	Manhole No. 4	Ş	5000.00	10,000
	Ea.	Adjust Water Valve (if no water plan)	.\$	150.00	0
<u> </u>	Ea.	Adjust MH to Grade (if no sewer plan)	ş	400.00	0

Page 8 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 31390-1,31390-2, 31390 Off-Site DATE 3/15/2007

		STREET IMPROVEMENTS (Cont'd)			
ONTY	UNIT	ITEM	1	MIT COST	THUOMA
		SIGNING, STRIPING and SIGNALS			
190	S.F.	Remove Traffic Stripes and Paint			
		Markings	\$	2.50	475
	Ea	Remove Sign, Salvage	\$	50.00	
	i Ea	Relocate Roadsign Sign	\$	100.00	100
	Ea	Street Name Sign	ş	275.00	0
	2 Ea	Install Sign (Strap and Saddle Bracket			0
		Method)	\$	100.00	200
	Ea	Install Sign Mast Arm Hanger Method)	\$ <u>;</u>	100.00	0
	l ea	Road Sign - One Post	s.	250.00	250
	Ea	Road Sign - Two Post	ş	400,00	0
	Êa	Object Marker - Modified Type "F"	<u>:</u>		0
		Delineator	\$	60.00	0
	Ea	Delineator (Class 1 Type F)	\$	40.00	0
	Ea	Delineator (Class 2)	ş	45.00	0
	Ea	Pavement Marker, Reflective	\$	3 <u>.</u> 75	0
2,010) L.F.	Paint Traffic Stripe (2 Coats)	ś	0.30	603
	L.F.	4" Thermoplastic Traffic Stripe	\$	0.30	0

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RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECTr. 31390-1,31390-2, 31390 Off-Site

DATE

3/15/2007

		STREET IMPROVEMENTS (Cont.'d)	ا ا		
ÖMTY	UNIT	ITEM		ONIT COST	THUOMA
	L.F.	8" Thermoplastic Traffic Stripe	<u>\$</u>	0.60	
156	S.F.	Thermoplastic Channelizing Limit Line			
	<u> </u>	and Pavement Marking	\$	2.25	35:
200	S.F.	Thermoplastic Cross Walk and Pavement			
		Marking	ş	3.00	60
1	L.s.	Signal and Lighting	\$13	0,000.00	130,00
		Landscaping			
	S.F.	MAINTENANCE WALK STD 113	Ş	4.00	
	S.F.	COLORED STAMPED CONCRETE	Ş	10.00	(
24	Ea	Street Trees (15 Gallon)	\$	100.00	2,40
16600	S.F.	Landscape and Irrigation	\$	3,50	58,10
	C.Y.	Landscape Fill Material	\$	27.00	
_ 1	Ea	Water Meter	\$	7000.00	7,00
1	Ea	Electric Meter	\$	10000.00	10,00
			<u>.</u>		
		· .			

Page 10 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

3/15/2007 PROJECT tr. 31390-1,31390-2, 31390 Off-Site DATE STREET IMPROVEMENTS (Cont'd) OTHER ITEMS NOT LISTED UNIT ITEM THUOMA QNTY Unit Cost 20 L.F. Curb Transition \$ 15.00 300 \$ 650.00 1 Ea AC Driveway 650 AC Sidewalk \$ 340 SF 2.00 680 4 Ea Splash Wall 200.00 800 Flared End Section 500.00 500 1 Ea 1 Ea Concrete Collar 200.00 200 \$__ A. Subtotal 1,126,964 B. Administrative Contingency (20% x A) \$ 225,393 NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases C. Streets/Drainage Total (A + B) 1,352,357 BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD.450,SEC.10.3E) D. 20% X C Streets/Drainage Total (C + D) \$

> Unit Costs 3/05 Format 11/10/03

Udated November 2003

Page 11 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT Tr. 31390-1,31390-2, 31390 Off-Site

DATE

13/15/2007

		WATER IMPROVEMENTS			
-		on this sheet only if project has a water show applicable quantities as part of str			
water p	ran chen	ation appricante destrictes as bare or sev		usvolqui. Tind	OIV CO.
ONTY	TINU	ITEM	: 	COST	MOUNT
	L.F.	4" Waterline	\$	13.00	0
	L.F.	6" Waterline	İş	16.00	0
· · · · · · · · · · · · · · · · · · ·	L.F.	8" Waterline	\$	21.00	0
	L.F.	10" Waterline	\$	27.00	O
1,715	L,F.	12" Waterline	\$	31.00	53,165
	Ea.	4" Gatevalve	\$	650.00	. 0
	Ea.	6" Gatevalve	\$	800.00	0
	Ea.	8" Gatevalve	\$	850.00	0
	Ea.	10" Gatevalve	\$	1050.00	0
6	£a.	12" Gatevalve	\$	1250.00	7,500
	Ea.	Fire Hydrants (6") Super	\$	2500.00	0
1	Ea.	Fire Hydrants (6") Standard	\$	2300.00	2,300
	Ea.	4" Misc. Fittings	\$	150.00	0
	Ea.	6" Misc. Fittings	Ş.	200.00	0
·	Ea.	8" Misc. Pittings	Ş	250.00	0
	Ea.	10" Misc. Fittings	\$	280.00	0
	Ea.	12" Misc. Fittings	\$	320.00	0
	Ea.	Blowoffs (4")	\$	1600.00	0
		. —			

Page 12 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT	Tr.	31390-1,31390-2,	31390 Off-Site	DATE	3/15/200

		WATER IMPR	OVEMENTS	(Cont'd)	i			
	••	on this sheet only is show applicable quant					f no vements.	
ONTY	UNIT	ITEM				UNIT		TROC
·	Ea.	Service Connections		**************************************	\$	475.0	0	0
	6 Ea.	Adjust Water Valve to	Grade		İş	200.0	0	1,200
F	Ea.	Relocation of Blowof	f		\$	1000.0	0	0
	3 Ea.	Air and Vacuum Valve			\$	1850.0	0	5,550
					!			0
				·			<u> </u>	0
					Ì			0
					:			0
					j 			0
A. St	ubtotal				\$		69,715	
		ive Contingency (<u>20</u> % X	(A)		<u> </u>		13,943	
		it for PP, CU, PU, MS	and VI Ce	ses	•			
C. Na	ater Total	(A + B)			5		83,658	
	MOUNT FOR 160, SEC. 10.	RECORDATION PRIOR TO 3E)	HAVING SI	GNED PLAN	**	******	*****	•
D	. 20% X C		\$; !				
	Water Tot	ai (C + D)	\$					

Page 13 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

3/15/2007 PROJECT Te. 31390-1,31390-2, 31390 Off-Site DATE

BEWER IMPROVEMENTS Show quantities on this sheet only if project has a sewer plan. If no sewer plan then show applicable quantities as part of street improvements. UNIT QNTY UNIT ITEM COST THUUMA 4" V.C.P. L.F. 15.00 L.F. 6" V.C.P. \$ 25.00 1,641 L.F. 8" V.C.P. 30.00 49,230 L.F. 10" V.C.P. \$ 35.00 0 Ş L.F. 12" V.C.P. 40.00 6 Ea. Standard Manholes \$ 2500.00 15,000 Ea. Drop Manholes \$ 4000.00 0 ! \$ 2 Ea. Cleanouts 500.00 1,000 \$ Ea. Sewer Y's 30.00 0 Ea. Chimneya \$ 400.00 0 6 Ea. Adjust M.H. to grade \$ 500.00 3,000 L.F. Concrete Encasement 35.00 0 S A. Subtotal 68,230 B. Administrative Contingency (20% X A) 13.646 NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases C. Sewer Total (A + B) 81,876 BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD.460, SEC.10.3E) D. 201 X C Sewer Total (C + D) Unit Costs 12/05

Format 11/10/03

Page 14 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT PLAN CHECK FEE CALCULATION SHEETS

Parcel	MAP OR TRACT NO. 31390 et als SCH.	A D)	TR 3/15/2007
PP, CU	, PT, MS OR VI. NO.	BA:	
IMPROVI	MENT COSTS (Including contingencies)		
1.	Streets/Drainage (Line C from Ppage 10)	\$	1,352,357
II,	. Water (Line C From Page 12)	\$	83,658
III.	Sewer (Line C from Page 13)	\$	81,876
PLAN CH	ECK FBE CALCULATION		
Α.	Streets/Drainage (_2_% x I.)	\$: ! 27,047
	NOTE: Use 2% for TR		
	Use 6% for PM		:
	Use 6.5% for PP, CU, PU, MS and	VL.	
В.	Water and Sewer (1% x II. And III.)	\$	i 1,655
	Note: Use 1% for all		· · ·
c.	Total Flan Check Fee (A + B)	\$	28,702
EURCHAR	gr fee calculation		İ
D.	Surcharge Fee (21 x C)	\$	574
E.	Total Plan Check Fee and Surcharge Fee	\$	29,277
Comments	i	:	

MINIMUM PLAN CHECK FEE REQUIREMENTS

For TR (Sch. A, B. C, D) and PM (Sch. E, F, G) - minimum \$1,875

For PM (Sch. H, I) - Minimum \$800

For PP/CU/PU/MS/VL - Minimum \$500

FAITHFUL PERFORMANCE BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage \$ 1,085,00	10 .0 0	Tract No. 31391	
Water System \$ 299,50	0.00	Parcel Map No.	
Sewer System \$ 160,00		Bond No. 104884781	
Travelers Casualty and Sure	tv	Premium \$16,217.00	
Surety Company of America	Principal	A. Murphy Rench LLC	
Address 207 W. Main, Sulte 300	Address	11870 Pierce Street, Suite 100	
City/State Spokane, WA	City/State	Riverside, CA	
Zip 99201	Zip	92505	
Phone 509-535-9178	Phone	951-710-1913	
WHERBAS, the County of Riverside, State. A. Nurphy Ranch LLC (hereinafter designated as "principal") have agreement(s) whereby principal agrees to ins improvements relating to (Tract/Parcel) 31 referred to and made a part hereof; and,	entered interest and co	o, or are about to enter into, the attached implete the above designated public which agreement(s) is/are hereby	•
WHEREAS, said principal is required under the faithful performance of said agreement(s	s);	of said agreement(s) to turnsh bond(s) for	
NOW, THEREFORE, we the principal and	Company	of America as	
surety, are held and firmly bound unto the Co Hundred Forty Four Thousand Five Hund	ounty of Ri	verside in the penal sum of <u>(One Million</u> ors (\$1,544,500.00) lawful money of	Five
the United States, for the payment of which s heirs, successors, executors and administrato	sum will an us, jointly a	d truly be made, we bind ourselves, our and severally, firmly by these presents.	
The condition of this obligation is such that i executors, administrators, successors or assig and truly keep and perform the covenants, co any alteration thereof made as therein provide the time and in the manner therein specified, meaning, and shall indemnify and save harrif employees, as therein stipulated, then this oblighted remain in full force and effect.	ms, shall in mditions an ed, on his o and in all r less the Cor	all things stand to and abide by, and well deprovisions in the said agreement and retheir part, to be kept and performed at espects according to their true intent and only of Riverside, its officers, agents and	
		7	

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 County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

RECEIVED

MAR 1 9 2007

Textolors Bond - Spokane, WA

:

Filed 09/25/2008

Sep. 4. 2008 10:41AM

FAITHFUL PERFORMANCE BOND

The strety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the County of Riverside will accept the work and their upon, 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 agreements(s).

1	
:	
Title	
Title	
Title	
(IF CORPORATION, AFFIX S	eal)
Det (Supp)	
	Title

(IF CORPORATION, AFFIX SEAL)

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

ぐハシラマグマていい

therein rendered.

MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

NG VOIDAGE ON	(Government	Cune seri	1011 00 137117	Bond No. 10488	4381
FOR: Streets and Drainag	e \$542,500.0	0	Tract No.	31391	
Water System	\$149,750.0			p No	
Sewer System	\$ 80,000.00		Bond No.	104884781	<u> </u>
Travelers Casua				Incl. w/Perf.	Prem.
Surety Company of Amer		Principal	A. Murphy		
Address 707 W. Main St		Address	11870 Pier	ce Street, Suite	100
City/State Spokane, WA			Riverside,		
Zip 99201		Zip	92505		
Phone 509-535-9178		Phone	951-710-19	3	
A. Murphy Ran- (hereinafter designated as "r		entered into	, or are about t	o enter into, the atta	ched
(hereinafter designated as "; agreement(s) whereby princi improvements relating to (Treferred to and made a part h	orincipal") have e pal agrees to ins ract/Parcel)	tall and cor	inplete the abov	re designated public	'
(hereinafter designated as "p agreement(s) whereby princi improvements relating to (T	rincipal") have elipal agrees to instruct/Parcel) sereof; and, of said agreementies a good and set to which refere	tall and con 31391 ont, principa officient pa ence is mad	inplete the about which ago al is required, in anyment bond where in Title 15 (co	re designated public econent(s) is/are here before entering upon ith the County of commencing with Sc	eby the
(hereinafter designated as "pagreement(s) whereby princing improvements relating to (Treferred to and made a part if WHERBAS, under the terms performance of the work, to Riverside to secure the claim 3082) of Part 4 of Division 3 NOW, THEREFORE, said punto the County of Riverside other persons employed in the Two Thousand Two Hundre	principal") have elipal agrees to instruct/Parcel) recof; and, of seid agreeme file a good and set owhich refere of the Civil Coorincipal and the rand all contractor performance of the Fifty & No	tall and cor 31391 ant, principa ufficient pa ence is mad de of the Sa undersigned ors, subcon f said Civil /100Dollan	mplete the above which agreed is required, in the second of Californ d, as corporate tractors, labore Code in the second (\$772,250.	pe designated public element(s) is/are here before entering upon ith the County of commencing with So ia; surety, are held firm ers, material persons are of <u>Seven Hundra</u> 00) for materia	eby the ection aly and ced Seve
(hereinafter designated as "pagreement(s) whereby princing improvements relating to (Treferred to and made a part if WHEKBAS, under the terms performance of the work, to Riverside to secure the claim 3082) of Part 4 of Division 3 NOW, THEREFORE, said punto the County of Riverside other persons employed in the	principal") have elipal agrees to instruct/Parcel) rectof; and, of said agreeme file a good and so to which refers of the Civil Coornicipal and the rand all contracts performance of the Fifty & No any kind, or for the civil or the coornicipal and the rand all contracts to the civil coornicipal and the civil coornicipal and civil coornicipal and civil coornicipal and civil coornicipal and civil coornicipal and civil coornicipal and civil coornicipal and civil coornicipal and civil coornicipal and civil coornicipal and civil civil coornicipal and civil civil civil civil civil civil civil civil civil civil civil civil civil civil civil c	ant, principal of the Standersigned ors, subconfession of the Standersigned ors, subconfession of the Standersigned ors, subconfession of the Standersigned or the Standersigned	al is required, in the second with the second californ d, as corporate tractors, labour Code in the second californ code in the second californ code in the second californ code in the second californ code in the second californ code in the second californ	pe designated public perment(s) is/are here perfore entering upon ith the County of commencing with Sola; surety, are held firm are, material persons im of Seven Hundre of the persons memployment Insurancemployment Insura	the ection aly and seed Sevensis

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entities to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

exceeding the amount hereinabove set forth, and also in case sult 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 County 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

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.

RECEIVED

MAY 0 3 2007

Travelens Bond - Spokene, YA

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement 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.

(IF CORPORATION, AFFIX SEAL)

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

may.

Document 7-16

State of Washington

County of Spokane

On <u>March 19, 2007</u>	before me,	Lois K. Glubrecht
	ersonally appeared	
Judith A. Rapp	personally	known to be to be the person
whose name is subscribed to the with	hin instrument and a	knowledged to me that he/she
executed the same in his/her authoriz	zed capacity and that	by his/her signature on the
instrument the person, or the entity u	pon behalf of which	the person acted, executed the
instrument.		

WITNESS my hand and official seal,



Notary Public in and for the State of Washington Residing in Spokane Commission Expires: 01/08/2008

MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage \$542,500.0 Water System \$149,750.0 Sewer System \$80,000.0 Travelers Casualty and Sure	0	Tract No. 31391 Parcel Map No. Bond No. 104884781 Premium Tucl. w/Perf. Prem.
Surety Company of America	Principal	A. Murphy Ranch LLC
Address 707 W. Main St., Suite 300	Address	11870 Pierce Street, Suite 100
City/State Spokane, WA	City/State_	Riverside, CA
Zip 99201	Zip	92505
Phone 509-535-9178	Phone	951-710-1913
WHBREAS, the County of Riverside, State A. Murphy Rench LLC	of California	, and
(hereinafter designated as "principal") have agreement(s) whereby principal agrees to insimprovements relating to (Tract/Parcel) referred to and made a part hereof; and,	tall and com	Diets the spoke designator hunric
WHEREAS; under the terms of said agreement performance of the work, to file a good and serverside to secure the claims to which refer 3082) of Part 4 of Division 3 of the Civil Co	sufficient pay ence is made	ment bond with the County of in Title 15 (commencing with Section
NOW, THEREFORE, said principal and the unto the County of Riverside and all contract other persons employed in the performance of the performance	tors, subcontrol of said Civil (Dollars amounts due aid surety wi and also in cross and reasonuty in success	cactors, laborers, material persons and Code in the sum of
It is hereby expressly stipulated and agreed up and all persons, companies and corporations of with Section 3082) of Part 4 of Division 3 of them or their assists in any suit brought upon	mittes to ful the Civil Co	I claims under little 15 (commencing

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.

RECEIVED

MAR 1 9 2007

Traveleus Bond - Spokane, Vill

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement 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. Surery 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 WHERBOF, this instrument above named, onMarch_19		ed by the principal and	1 sinety
NAME OF PRINCIPAL: A. Murphy	Rauch LLC		
AUTHORIZED SIGNATURE(S): By:			·
	Title	•	
en en en en en en en en en en en en en e		· · · · ·	
to the second	Title		
and the control of th	v	• • • • • • • • • • • • • • • • • • •	
	Title		
	(IF CORPORAT	ion, affix seal)	
NAME OF SURETY: Travelers Casu	The State	ab .	
Its Attor	mey-in-Fact Judich	A. Rapp Title Acc	orney-in-Fact
· · ·	(IF CORPORATE	ion, affix seal)	

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

State of Washington

County of Spokane

On_	March 19. 2007	before me,	Lois K. Glubrecht
		persopally appeared	Judith A. Rapp
		personally	known to be to be the person
whose	naine is subscribed to th	e within instrument and ac	knowledged to me that he/she
ехеси	ted the same in his/her au	thorized capacity and that	by his/her signature on the
instru	ment the person, or the er	ntity upon behalf of which	the person acted, executed the
instru	ment.		

WITNESS my hand and official scal,

Notary Public in and for the State of Washington Residing in <u>spokane</u> Commission Expires: 01/08/2008

SUBDIVISION MONUMENT BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66496)

		• .	
•	Tract/Parry	el Map No. 31391	•
•	Bond No.	104884782	
	_		
Travelers Casualty and Sure Surety Company of America	ecy Principal	A. Murphy Rench LLC	
Address 707 W. Main, Suite 300	Address	11870 Pierce Street,	Suite 100
City/State Spokene. WA	City/State	Riverside, CA	
Zip 99201.	Zip	92505	
Phone 509-535-9178	Phone	951-710-1913	
· # 40×/4×			
AND HAVE AND AND AND STORE THE STREET THE TANKE THE	···		
KNOW ALL MEN BY THESE PRESENT	3:		
• • • • • • • • • • • • • • • • • • • •		•	
That, A. Murphy Rauch LLG			
and duider as emended and Translave	Coouglty s	nd Surety Company of	America
a corporation, as surely, are hereby jointly	- designation	haved to say to the County	of Riverside
a corporation, as surety, are nereby jointly	and severally	O OOA TO GO OF TO OO) <u> </u>
the sum of Twenty Seven Thousand Fo	nr Hundred	# 0000HBIS (\$ \$11400100	<u>/</u> }.
The condition of this obligation is that, whe final map of Tract/Parcel Map Number County of Riverside to set Survey Monune therefore and to pay the engineer or survey completion.	31391 ents and Tie P	, entered into an agreement oints in said tract and furnis	h Tie Notes
NOW, THEREFORE, if the subdivider sha oxiginal tern thereof, or of any extension of Riverside, with or without notice to the sur otherwise, it shall remain in full force and e	said term tha ety, then this	t may be granted by the Cou	inty Oi
As a part of the obligation secured hereby a there shall be included costs and reasonable fees, incurred by the County in successfully and included in any judgment rendered.	expenses and	1 tees, including reasonable	anomey a
•			

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

RECEIVED

10

11

MAR 1 9 2007

Travelers Bond - Spokane, WA

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOR, this instrumed above named, on	nt has been duly executed by the principal and surety	7. 3
NAME OF PRINCIPAL: A. Murphy	Ranch LLC	-
AUTHORIZED SIGNATURE(S): By:		
	Title	
	Title	
	Title	•
	(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Case AUTHORIZED SIGNATURE:	salty and Surety Company of America	: {
	mey-in-Pact Judich A. Rapp Tide Attorney-in-	-Fact
	(IF CORPORATION, AFFIX SEAL)	

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

State of Washington

County of Spokane

On Narch 19, 2007	before me,	Lois K. Glubracht
	personally appeared	Judith A. Rapp
	personally	known to be to be the person
whose name is subscribed to t	he within instrument and ac	knowledged to me that he/she
executed the same in his/her a	uthorized capacity and that	by his/her signature on the
instrument the person, or the e	mity upon behalf of which	the person acted, executed the
instrument.		

WITNESS my hand and official seal,

Notary Public in and for the State of Washington Residing in Spokane
Commission Expires: 01/08/2008

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Page 13 of 87

RECEIVED

FAITHFUL PERFORMANCE BOND

MAR 1 9 2007

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66499.1)

Travelers Bend - Spekane, WA

on Three

	FOR: Streets and Drainage \$2.532.000	7.00 Tract No. 31391-4	
	7, 0,000		
	Travelers Casualty and Sure	This shall a Marnhy Ranch LLG	
	Surely Company of America	Address 11870 Pierce Street, Suite 100	
	Address 707 W. Main, Suite 300	City/State Riverside, CA	13
	City/State Spokane, KA	44 PAP	ere.
	Zip 99201	144 846 1012	
	Phone 509-535-9178	Phone 951-710-1913	
		. P. C. (150) and	
	WHEREAS, the County of Riverside, State	of Cautomia, and	Services
	A. Murphy Ranch LLC	and into an are shout to enter into, the attached	
	(hereinafter designated as 'principal') have	entered into, or are about to enter into, the attached	
	agreement(s) whereby principal agrees to in	istall and complete the above designated public	•
	improvements relating to (Tract/Parcel) 31	391-4 which agreement(s) is/are hereby	
	referred to and made a part hereof; and,	·	•
		at a second appropriately to furnish bond(s) for	
	WHEREAS, said principal is required unde	r the terms of said agreement(s) to furnish bond(s) for	
	the faithful performance of said agreement	\$);	
	age to the way and	Travelers Casualty and Surety	
	NOW, THEREFORE, we the principal and	Company of America	on Three
	surety, are held and firmly bound unto the C	County of Riverside in the penal sum of Three Millionary of	
Hun	ired Forty Six Thousand Five Hundre	ed & Dollars (\$3.346.500.00) lawful money of	13
	heirs, successors, executors and administrati	ors, jointly and severally, firmly by these presents.	
		see a bound of single ble or its beirs.	
	The condition of this obligation is such that	if the above bonded principal, his or its hears.	
	executors, administrators, successors or assi	gns, shall in all things stand to and abide by, and well	
	I A I and maximum the dovinonte of	Anditions and distributions in the party approximate	
	were all and the second words as therein provide	day on his of their drift of the year and porture	
	at a store and in the manner therein toportied	and in all respects according to mon dos made	
	manufacture and shall independ for and cave harry	place the Uninity of Kiyukiuu, ita officeto, agente and	
	employees, as therein stipulated, then this of	bligation shall become null and void; otherwise, it	
	shall remain in full force and effect.		
		a annifications	
	As a part of the obligation secured hereby ar	nd in addition to the face amount specified therefore,	
	share shall be included chats and reasonable	expenses and fees, including reasonable attorney's	
		c abligation all to be 19300 98 COSIS	

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

When the work covered by the agreement is complete, the County of Riverside 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 agreements(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and s above named, on <u>March 19</u> , 2007	urcly
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
	m Three
AUTHORIZED SIGNATURE(S): By:	• ÷
Title	£ 5 .
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	
UTHORIZED SIGNATURE: Walley and Surety Company of America	
Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Corporation, AFFIX SEAL)	ney-in-Fact m (two)

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

e<mark>t</mark> ur (bile)

therein rendered.

MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drains	ap \$1_266_000	.00	Tract No. 31391-4	4. 1.4.47
Water System	\$ 227,000	.00	Parcel Map No.	•
Sewer System	\$ 180,250		Bond No. 104884783	•
•			Premium Incl. in Perf. Prem.	r ·
Travelers Casu Surety Company of Ame		Ly Principal	A. Murphy Ranch LLC	
Address 707 W. Hain S				
		City/State	Riverside, CA	
City/State Spokane, W	<u> </u>	Zip	92505	
Zip 99201		Phone	951-710-1913	
Phone <u>509-535-9178</u>		PHONE	771-710-1710	
WHEREAS, the County of		of Californ	ja, and	
A. Murphy Ra	nch LLC		the standard and	
(hereinafter designated as	"principal") have	entered into	o, or are about to enter into, the attached	
agreement(s) whereby prin	cidal agrees to in	stall and co	mplete the above designated public	
improvements relating to {	Tract/Parcel) 31	391-4	, which agreement(s) is/are hereby	
referred to and made a part			and the second of the second o	
	•		•	at .
WHEREAS: under the terr	ns of said agreem	ent, princin	at is required, before entering upon the	5 (B.55
norformance of the work 1	o file's good and	sufficient p	ayment bond with the County of	
Dispreids transition the clair	ms to which refer	rence is ma	de in Title 15 (commencing with Section	
3082) of Part 4 of Division	3 of the Fivil Co	de of the S	tate of California:	
5062) or Part 4 or Division	. Of the Civil Co	MO OT HIS S.	with the second	
- rout with the control - 1.1.		wodowiana	d, as corporate surety, are held firmly	
NOW, THEREFORE, said	binciba and die	unacisisme	at a corporate survey, I nersons and	
unio the County of Riversi	de and an contrac	tors, succor	niractors, laborers, material persons and	Bundráð
other persons employed in	the pertormance of	oi said Civi	Code in the sum of One Million Six	Mawae
venty Three Thousand	Two Hundred r	7117 1780	rs (\$ 1,673,250.00) for materials	
furnished or labor thereon o	of any kind, or for	amounts d	oe under the Unemployment Insurance	
Act with respect to such we	ork or labor, that s	said surety v	Will bay the same in an amointring	
exceeding the amount herei	nabove set forth.	and also in	case suit is brought upon this bond, will	
pay, in addition to the face	amount thereof. c	osis and rea	asonable expenses and tees; including	
easonable attorney's fees i	ncurred by the Co	ounty in suc	cessfully enforcing such obligation, to	
a armeded and fived by the	and to he	taxed as co	sts and to be included in the judgment	
IC AMMINED SHE TIVED DA FIR	s confit with to no	COURSE NO AA	NAA	

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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.

RECEIVED

MAR 1 9 2007

Travelers Bond - Spokane, WA

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement 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 March 19 2007
NAME OF PRINCIPAL: A. Murphy Ranch LLC
AUTHORIZED SIGNATURE(S): By:Tide
Title
Title
(IF CORPORATION, AFFIX SEAL)
NAMBOF SURBIY: Travelers Casualty and Surety Company of America
AUTHORIZED SIGNATURE: Its Automey-in-Fact Judith A. Rapp Title Attorney-in-Fact
(IF CORPORATION, AFFIX SEAL)
ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND

Cinta	of War	hind	`
Maic	OI WE	STEEDER	217

County of Spokene

WITNESS my hand and official seal,

Notary Public in and for the State of Washington Residing in Spokane
Commission Expires: 01/08/2008

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17



SUBDIVISION MONUMENT BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66496)

	Tract/Par Bond No.	cel Map No. 31391-4 104884784	
Travelers Casualty and Sure Surety Company of America Address 707 W. Main. Suite 300 City/State Spokane. WA Zip 99201 Phone 509-535-9178 KNOW ALL MEN BY THESE PRESENT	Principal Address City/State Zip Phone	A. Murphy Ranch LLC 11870 Pierce Street, Suite 100 Riverside, CA 92505 951-710-1913	000 ·
That, A. Murphy Ranch LLC subdivider, as principal, and Travelers a corporation, as surety, are hereby jointly a the sum of Sixty Two Thousand Nine I The condition of this obligation is that, whe final map of Tract/Parcel Map Number 3 County of Riverside to set Survey Monume therefore and to pay the engineer or surveyor	and severally Hundred & Treas the sub 1391-4 This and Tie	No/108 offers (\$ 62,900.00). Adivider, as a condition of the filing of the entered into an agreement with the Points in said tract and furnish Tie Notes	
NOW, THEREFORB, if the subdivider shall original tem thereof, or of any extension of Riverside, with or without notice to the sure otherwise, it shall remain in full force and et	said term the ety, then this	at may be granted by the County of	1
As a part of the obligation secured hereby ar there shall be included costs and reasonable	nd in additio expenses ar	on to the face amount specified therefore, and fees, including reasonable attorney's	

th fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

RECEIVED

MAR 19 2007

Travelors Board - Spokane, WA

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on <u>Karch 19</u>	7£.
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
ATTENDED MONAMENTO Des	
AUTHORIZED SIGNATURE(S): By:Title	
Title	
Title	⋰.
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America AUTHORIZED SIGNATURE: Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-	n-Fact
ATT CORPORATION AFFEX SEAL)	

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

State	of	Wa	shin	eto
UMIV	v	3 T W	~~~	

County of Spokane

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On March 19, 2007	before me,	Lois K. Glubrecht
	personally appeared	Judith A. Rapp
Account to the second s	personally	known to be to be the person
whose name is subscribed to t	he within instrument and a	cknowledged to me that he/she
executed the same in his/her a	nthorized capacity and that	by his/her signature on the
instrument the person, or the e	ntity upon behalf of which	the person acted, executed the
instrument.		

Document 7-16

WITNESS my hand and official scal,

Notary Public in and for the State of Washington Residing in Spokene
Commission Expires: 01/08/2008



FAITHFUL PERFORMANCE BOND COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66499:1)

	FOR: Streets and Drainage \$3.858,000	7.00	1.18ct 140. 31737-1-7	2-3-4·
	Water System \$ 301,500		Parcel Map No.	
	Sewer System \$ 287,000	.00	Bond No. 104884	
-	Travelers Casualty and Sure	tu	Premium \$46.688.	.00
	Sujety Company of America	Tinaninal	A. Murphy Ranch LLC	200
	Address 707 W. Main, Suite 300	Address	11870 Pierce Street,	Surce Ton.
	City/State Spokane, WA	City/State	Riverside, CA	<u></u> .
	Zip 99201	Zip	92505	
	Phone 509-535-9178	Phone	951-710-1913	
	WHERBAS, the County of Riverside, State A. Murphy Ranch LLC (hereinafter designated as "principal") have	entered int	o, or are about to enter into,	the attached ·
	agreement(s) whereby principal agrees to in improvements relating to (Tract/Parcel) 313	stall and co	audicte the above designate	a boone
	referred to and made a part hereof; and,	291-1-Z-3	-4 , Without agreement of	
	WHEREAS, said principal is required unde	r the terms	of said agreement(s) to fun	ish bond(s) for
	tile timum bertommere or yang secondule	oys 	rs Casualty and Suret	cv .
	NOW, THEREFORE, we the principal and	Compan	w of America	, 25
	arrests, are held and firmly hound into the C	comty of R	iverside in the penal sum of	Four Million Four
Hitri	rea Forty Sir Thousand Five Hundre	ed & Doll	ars (\$ 4,446,500,00) 180	Aftir motion or
44 4444	the Thited States, for the navment of which	sum will a	id truly de made, we dinu o	Moet ico' bar
	heirs, successors, executors and administrate	ors, jointly	and severally, firmly by the	se presents.
	The condition of this obligation is such that	if the above	e bonded principal, his or it	s heirs, de by end well
	executors, administrators, successors or assigned truly keep and perform the covenants, co	gns, shall it	o sit things stand to and avi	Contains and

The condition of this obligation is such that if the above bonded principal, his or its nears, 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 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 County of Riverside, 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, included by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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RECEIVED

MAR 19 2007

Travelors Bond - Spokare, WA

FAITHFUL PERFORMANCE BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the County of Riverside 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 agreements(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on	
NAME OF PRINCIPAL: A. Murphy Ranch LLC	Kour
AUTHORIZED SIGNATURE(S): By:	
Title	
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America AUTHORIZED SIGNATURE: Quality Traps	٠
Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-	-Fact _{ouz}

(IF CORPORATION, AFFIX SEAL)

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

泥鞋:()

MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Drainage \$ 2.327.500	.00	Tract No. 31391-1-2-3-4
Water System \$ 150.750	-00	Parcel Map No.
Sewer System \$ 143.500		Bond No. 104884785
		Premium Incl.in Perf. Prem.
Travelers Casualty and Sure Surety Company of America	Principal	A. Murphy Rauch LLC
Address 707. W. Main St., Suite 300	Address	11870 Pierce Street, Suite 100
City/State Spokane, WA	City/State	Riverside, CA
Zip 99201	Zip	92505
Phone 509-535-9178	Phone	951-710-1913
WHEREAS, the County of Riverside, State	of Californi	a, and
A. Murphy Ranch LLC		The state of the s
(hereinafter designated as "principal") have agreement(s) whereby principal agrees to in improvements relating to (Tract/Parcel) 313 referred to and made a part hereof; and,	etali and cot	udicie ile spoae dezignama kana
		•

WHERBAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of www.nilllion.six Hundred Twenty One Thousand Seven Hundred Fifty & Dollars (\$2,621,750.00) 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 County 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 rendeced.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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 vold; otherwise, it shall be and remain in full force and effect.

RECEIVED

MAR 1 9 2007

Travelers Bond - Spokane, WA

ATTORNEY-IN-PACT.

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement 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.

above named, on March 19	ahu Banak II <i>I</i>	24
NAME OF PRINCIPAL: A. MUT	phy Rauth Liqu	
		∾.
AUTHORIZED SIGNATURE(S): By	Tide	
	Title	
	Title	
•	(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelage 6	Sasualty and Suraty Company of America	2:
AUTHORIZED GIONATORE.	Attorney-in-Fact Judith A. Rapp Title Attorney	y-in-fact
	(IF CORPORATION, AFFIX SEAL)	
ATTACH NOTARIAL ACKNOWLEI	dgment of signatures of principal and	•

::

State of Washington

County of Spokane

On March 19, 2007	before me,	Lois K. Glubrecht
	ersonally appeared_	Judith A. Rapp
	personally	known to be to be the person
whose name is subscribed to the wi	thin instrument and ac	knowledged to me that he/she
executed the same in his/her author		
instrument the person, or the entity		
instrument.		

WITNESS my hand and official seal,

Notary Public in and for the State of Residing in Spokane
Commission Expires: 01/08/2008

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RECEIVED

SUBDIVISION MONUMENT BOND

MAR 19 2007

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66496)

Ravelans Bond - Spokane, WA

15:11

	Tract/Parc Bond No.	el Map No. <u>31391-1-2-3-4</u> 104884786	
Travelers Casualty and Sure Surety Company of America Address 707 W. Main, Suite 300 City/State Spokane, WA Zip 99201 Phone 509-535-9178	ty Principal Address City/State Zip Phone	A. Murphy Ranch LLC 11870 Pierce Street, Suite 100 Riverside, CA	स्य)
KNOW ALL MEN BY THESE PRESENTS	S:		
That, A. Murphy Ranch LLC			
subdivider, as principal, and <u>Travelers</u> (a corporation, as surety, are hereby jointly at the sum of <u>Sixty Three</u> Thousand One	nd severally	bound to pay to the County of Kiversion	;

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the final map of Tract/Parcel Map Number 31391-1-2-3-4, entered into an agreement with the County of Riverside to set Survey Monuments and Tie Points in said tract and furnish Tie Notes therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after completion:

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

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby wrive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

ATTORNEY-IN-FACT.

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on
NAME OF PRINCIPAL: A. Murphy Ranch LLC
A TENTIODITATED STONE ATTENDED TO Date
AUTHORIZED SIGNATURE(S): By:
Title
The second secon
Title
(IF CORPORATION, AFFIX SEAL)
NAME OF SURBTY: Travelers Casualty and Surety Company of America
ANTHOPIZED SEENATURE TOTAL TOTAL
Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Fact
(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND

State of Washington

County of Spokane

2ê

20.

On	March 19, 2007	before me,	Lois K. Glubrecht
		personally appeared	Judith A. Rapp
		personally	known to be to be the person
whose	name is subscribed to the	within instrument and ac	knowledged to me that he/she
execui	ed the same in his/her auth	orized capacity and that	by his/her signature on the
instrun	nent the person, or the entit	y upon behalf of which	the person acted, executed the
instrun	n e nt.		

WITNESS my hand and official seal,



Notary Public in and for the State of Residing in Spokane
Commission Expires: 01/08/2008

RECEIVED

FAITHFUL PERFORMANCE BOND COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

MAR 1 9 2007

(Government Code Section 66499.1)

Travelers Bond - Statisme, WA

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	FOR: Streets and Drainage \$ 1,912,000.00 Tract No. 31391-2	
	7 115- 74	
	77 ALCO 0 700 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
•	Sewer System 3 188, 300,00 625 279, 60	
	Travelers Casualty and Surely	
	Andrew TV TV TV TV TV TV TV TV TV TV TV TV TV	29
	CRYSTAL DONALD, M.	27
	29 3924	
	Phone 509-535-9178 Phone 951-710-1913	
	· · · · · · · · · · · · · · · · · · ·	
	WHEREAS, the County of Riverside, State of California, and	
	A. Murphy Ranch LLC	 .
	(hereinafter designated as "principal") have entered into, or are about to enter into, the attached	
	improvements relating to (Tract/Parcel) 31.391-2, which agreements) is all indexty	
	referred to and made a part hereof; and,	•
	and a family hand(e) for	
	WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for	
	the faithful performance of said agreement(s);	
	Travelers Casualty and Surety	
•		Four
	surety, are held and firmly bound unto the County of Riverside in the penal sum of Two Million surety, are held and firmly bound unto the County of Riverside in the penal sum of Two Million	•
Hune	Five Physicand Five Hundred & UV/1UM01121S (3 2) TO 150 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	23
	the United States for the naturality of which sim Will and Huly US indus, its outer which the	4.7
	heirs, successors, executors and administrators, jointly and severally, firmly by these presents.	ŗ.
	· ·	•
	The condition of this obligation is such that if the above bonded principal, his or its heirs.	
	administration engage property of decions chall in all inings stated to alle more of the	
	and saily leave and marketing the coverants conditions and DIDVISIONS IN the Said accommendations	
	and alreading thereof made as therein consider. On his Or their Dall, to be kept and partition	
	AL sime and in the manner therein tracified 200 in all respects according to grow and interest and	
	manufact and about indomnific and cove harmless the County of Riverblue, 110 victors, against 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.	
	The party state of the state of	

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

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When the work covered by the agreement is complete, the County of Riverside 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 agreements(s).

NAME OF PRINCIPAL: A. Murphy Reach LLC	*
NAME OF PRINCIPAL, A. HULDRY MARCH BAS	raux
AUTHORIZED SIGNATURE(S): By:	* :
Tide	
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Gasualty and Surety Company of America	

(IF CORPORATION, AFFIX SEAL)

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

Document 7-16

RECEIVED

MATERIAL AND LABOR BOND COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

MAR 1 9 2007

Travelers Bond - Spokane, WA

(Government Code Section 66499.1)

Tract No. 31391-2 FOR: Streets and Drainage \$ 956,000,00 Parcel Map No. Water System \$ 163,500.00 Bond No. 104884787 Sewer System \$ 84.250.00 Premium Incl. in Perf. Prem. Travelers Casualty and Surety A. Murphy Ranch LLC Principal_ Surety Company of America Address 707 W. Main St., Suite 300 Address 11870 Pierce Street, Suite 100 City/State Riverside, CA City/State Spokane, WA 92505 99201 Zip_ Zip. 951-710-1913 509-535-9178 Phone Phone_ `\$...; WHEREAS, the County of Riverside, State of California, and A. Murphy Ranch 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 2007 improvements relating to (Tract/Parcel) 31391-2 , which agreement(s) is/are hereby W Service referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THERHFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of One Million Two Hundred Three Thousand Seven Hundred Fifty & 00/10@ollars (\$ 1,203,750.00) for materials 17:57 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 County in successfully enforcing such obligation, to 3017 be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment ~~2.關 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 entities to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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.

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1.75

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement 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 WHERBOF, this instrument has been duly executed by the principal and surety above named, onMarch 192007	
NAME OF PRINCIPAL: A. Murphy Ranch LLC	:
AUTHORIZED SIGNATURE(S): By:	
Title	
Title	
Title	
(IP CORPORATION, AFFIX SEAL)	#21
NAME OF SURETY: Travelers Casualty and Surety Company of America AUTHORIZED SIGNATURE: Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-	n-Fact
as Amonoyan-rate Judich A. Rapp	

(IF CORPORATION, AFFIX SHAL)

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

State of Washington

County of Spokane

On March 19. 2007	before me,	Lois K. Glubrecht			
	personally appeared	Judich A. Rapp			
	personally	known to be to be the person			
whose name is subscribed to the within instrument and acknowledged to me that he/she					
executed the same in his/her authorized capacity and that by his/her signature on the					
instrument the person, or the entity upon behalf of which the person acted, executed the					
instrument.					

WITNESS my hand and official scal,

Notary Public in and for the State of Residing in Spokane
Commission Expires: 01/08/2008 Washington



RECEIVED

SUBDIVISION MONUMENT BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66496)

MAR 1 9 2007 Travolors Bond - Spokane, WA

	Tract/Parc Bond No.	rcel iv	1ap No 10488	. <u>31</u> 4788	<u> 391-</u>	2		-	
Travelers Casualty and Sure	tu				***************************************	***************************************		1	
Surety Company of America	Principal	_A.	Murpi	y Ra	<u>ach I</u>	<u>lc</u>			
Address 707 W. Main, Suite 300	Address_	11	370 P	PTCE	Stre	et,	<u>Suite</u>	100	
City/State Spokane, WA	City/State	e Ri	rersid	le, C	Å				
Zip 99201	Zip		505					_	۸.
Phone 509-535-9178	Phone	95	<u>-710</u> -	1913				144	Ĵά
KNOW ALL MEN BY THESE PRESENTS	\$:								.·.
That, A. Murphy Reach LLC		····							VED
mibdivider de minoinal and measure (Casualty a	and	Suret	<u>:у Со</u>	mpauy	of A	meric	#	a Carpy
a corporation, as surety, are hereby jointly at the sum of Thirty Five Thousand Two	nd severally	y bou	MO to I	жую	ine C	minth.	77 Y/X A/Y	rside	7
The condition of this obligation is that, when final map of Tract/Parcel Map Number 31 County of Riverside to set Survey Monument therefore and to pay the engineer or surveyor completion.	391-2 nts and Tie I	Poin	enierec Is in Sa	i mu id tra	द्ध शाद आ ब्रह्म	fumis	h Tie N	votes	
NOW, THEREFORE, if the subdivider shall original tern thereof, or of any extension of s Riverside, with or without notice to the sure otherwise, it shall remain in full force and ef	said term tha ty, then this	hat m	ay de 2	rante	7 DA M	なんのか	iky or)
As a part of the obligation secured hereby an there shall be included costs and reasonable of secs, incurred by the County in successfully and included in any judgment rendered.	exdenses an	ma te	es, inc	ROTH	10820	manie.	areor 110	<i>')</i> •	
The surety hereby stipulates and agrees that roothe terms of this agreement or to the work accompanying the same shall in anywise affer where notice of any such change, extension of tipulates and agrees that the provisions of Sconstruction are not conditions precedent to a valved by surety.	to be perfored to be perfored to be performed	ormed gation eratio 5 of t	on thin or achieved the Civ	unaer s bon Idicion II Coc	or ute d, and t. Sure le and	specti it doe ty furi comm	s hereb ther nencem	yy	Ī

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on <u>March 19</u> , 2007	2 ₩ .
NAME OF PRINCIPAL: A. Morphy Ranch LLC	
	WEET.
AUTHORIZED SIGNATURE(S): By:	- wet - 1
Title	
Title	٠
Title	
(IF CORPORATION, AFFIX SEAL)	•
NAME OF SURETY: Travelers Caqualty and Surety Company of America AUTHORIZED SIGNATURE: Sultra () Typh	
AUTHORIZED SIGNATURE: Lis Attorney-in-Fact Judith A. Rapp Title Attorney-in	-Fact
(IP CORPORATION, AFFIX SEAL)	
A LAND OF THE OF THE OF THE PART AND	

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

State of Washington

County of Spokane

On March 19, 2007	before me,_	Lois K. Glubrecht			
	personally appeared_	Judith A. Rapp			
	personal	y known to be to be the person			
whose name is subscribed to the	e within instrument and a	cknowledged to me that he/she			
executed the same in his/her au	thorized capacity and the	t by his/her 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 Public in and for the State of Washington Residing in Spokane

Commission Expires: 01/08/2008



RECEIVED

FAITHFUL PERFORMANCE BOND MAR 1 9 2007 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

Translats Bond - Spokane, WA

•	41401_9
FOR: Streets and Drainage \$ 2,194,000	3.00 Tract No. 31391-3
Water System \$ 414,000	0.00 Parcel Map No.
Sewer System \$ 363.500	0.00 Bond No. 104884789
Or Hot Dibrosts 4	Premium \$31,201.00
Travelers Casualty and Sure	District & Morroby Republic LLC
Surety Company of America	Address 11870 Pierce Street, Suite 100
Address 707 W. Main, Suite 300	City/State Riverside, CA
City/State_Spokane, WA	* AncAr
Zip 99201	Zip 92505
Phone 509-535-9178	Phone 951-710-1913
	entered into, or are about to enter into, the attached stall and complete the above designated public 1391-3 which agreement(s) is/are hereby
WHEREAS, said principal is required under	r the terms of said agreement(s) to furnish bond(s) for
the faithful performance of said agreement(s	3);
	Travelers Casualty and Surety
NOW, THEREFORE, we the principal and	demonst of smartica
Late and firmly hound water the C.	cupty of Riverside in the penal sum of white markets
Hondred Dollars and no cents*** the United States, for the payment of which	Five Dollars (\$2,971,500.00) lawful money of sum will and truly be made, we bind on selves, our
neirs, successors, executors and administrate	ns, jointly and severally, firmly by these presents.
	es the charge banded principal, his or its heirs.

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

When the work covered by the agreement is complete, the County of Riverside 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 agreements(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and su above named, on Narch 19 2007	roty
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
	·)5 %
AUTHORIZED SIGNATURE(S): By:	٠
Title	
Title	
Tide	
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America	
AUTHORIZED SIGNATURE Ris Attorney-in-Fact Title Attorn	ey-in-Fact
Judith A. Rapp (IF CORPORATION, AFFIX SEAL)	

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

Filed 09/25/2008

RECEIVED

MATERIAL AND LABOR BOND

MAR 1 9 2007

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66499.1)

n 66499.1) Travelers Bonsi - Spokene, WA

FOR: Streets and Drainage \$1,097,000.	-00	Tract No. 31391-3	
Water System \$ 207,000.	.00	Parcel Map No.	
Sewer System \$ 181.750	.00	Bond No. 104884789	
Travelers Casualty and Suret Surety Company of America Address 707 W. Main St., Suite 300 City/State Spokane, WA Zip 99201 Phone 509-535-9178	Principal_ Address_	Premium (included in Perform A. Murphy Rauch LLC 11870 Pierce Street, Suite 100 Riverside, CA 92505 951-710-1913	ance Boad)
WHEREAS, the County of Riverside, State of A. Hurphy Ranch LLC (hereinafter designated as "principal") have of the county of Riverside, State of the county of Riverside, State of the county of Riverside, State of the County of Riverside, State of Riverside, State of the County of Riverside, State of Riversi	entered into	, or are about to enter into, the attached	
agreement(s) whereby principal agrees to ins improvements relating to (Tract/Parcel) 313	191-3	which agreement(s) is/are hereby	•
referred to and made a part hereof; and,	<u> </u>	· ·	310, W.
WHEREAS, under the terms of said agreeme performance of the work, to file a good and s Riverside to secure the claims to which refere 1082) of Part 4 of Division 3 of the Civil Coo	rufficient pa ence is mad	syment bond with the County or le in Title 15 (commencing with Section	ange Bond)
		v	

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of ***Done Million Four Hundred Eight Five Thousand Feven Hundred Stars (\$1.485,750.00) 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 County 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 entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

mage Boad)

3. 65

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

भूमपुत्र १०५८)

17:32 9336

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement 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 instrabove named, on <u>March</u> 19	ument has been duly executed by the principal and surety	•
NAME OF PRINCIPAL: A. Huz	rphy Ranch LLC	
AUTHORIZED SIGNATURE(S): B	y:	ilian mark
	Title	inge Stad)
	Title	· ,
	Title	·
	(IF CORPORATION, AFFIX SEAL)	
AUTHORIZED SIGNATURE:	Attorney-in-Fact Title Attorney-Judich A. Rapp (IF CORPORATION, AFFIX SEAL)	-in-Fact

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

State	AFW.	ritdo	oton
OHIC	O1 177 6	5211771	KUI

County of Spokane

Defore me, Lois K. Glubrecht

personally appeared Judith A. Rapp

personally known to be to be the person

whose name is subscribed to the within instrument and acknowledged to me that he/she
executed the saine in his/her authorized capacity and that by his/her 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 Public in and for the State of Washington

Residing in <u>spokane</u>
Commission Expires: 01/08/2008



waived by surety.

Filed 09/25/2008

SUBDIVISION MONUMENT BOND

RECEIVED

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

MAR 1 9 2007

nt Code Section 60496)	Travelers Bond - Spekage, WA
Tracs/Parcel Map No. 31391-3 Bond No. 104884790	
itu	
Principal A. Murphy Ranch L.	<u>.c</u>
Address 11870 Pierce Stree	et, Suite 100
City/State Riverside, CA	
Phone 951-710-1913	£ .
'S :	
	*
and severally bound to pay to the Countries and no Dollars (\$ 60,90)	itilia of Kiaetarne.
centsxxx	•
creas the subdivider, as a condition of	f the filing of the
191-3 entered into an agre	eixeut min me
ints and Tie Points in said tract and t	nuntry tie taggez
or performing the work, in full, with	in 30 days after
	and during the
il well and truly perform said agreem	Counts of
said term that may be granted by the	e mill and void:
aly, then this odligation shall decom Frect.	2 Half safe Acret
nd in addition to the face amount sp	ecified therefore,
expenses and fees, including reason	lable attorney s
enforcing such obligation, all to be	taxed as costs
	•
no change, extension of time, altera	tion or addition
c to be performed thereunder or the	sbectucations .
ect its obligation on this bond, and	t does herepy
of time, alteration or addition. Sure	y turiner
Section 2845 of the Civil Code and a	commencement of
	Tract/Parcel Map No. 31391-3 Bond No. 104884790 ty Principal A. Murphy Ranch Li Address 11870 Pierce Street City/State Riverside, CA Zip 92505 Phone 951-710-1913 S: Casualty and Surety Company

construction are not conditions precedent to surety's obligations hereunder and are hereby

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and sur above named, on	ety -
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
AUTHORIZED SIGNATURE(S): By:	•
Title	
Title	
Title	;;
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety-Company of America	•
Its Attorney-in-Fact Title Actorn Judich A. Rapp (IF CORPORATION, AFFIX SEAL)	ey-in - Fact

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

State of Washington

County of Spokane

44

On March 19, 2007	before me,_	Lois K. Glubrecht
OH AMERICA SPY	personally appeared_	full to Dome
		y known to be to be the person
whose name is subscribed to	the within instrument and a	cknowledged to me that he/she
executed the same in his/her	authorized capacity and tha	t by his/her signature on the
instrument the person, or the	entity upon behalf of which	the person acted, executed the
ingin meni		

WITNESS my hand and official scal,

Notary Public in and for the State of Residing in Spokene Commission Expires: 01/08/2008



FAITHFUL PERFORMANCE BOND COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1) 31390-2 (and portions of
FOR: Streets and Drainage \$ 3,683,500.00 Tract No. Tracts 31390 and 31390-1 Water System \$ 613,000.00 Parcel Map No. Sower System \$ 407,000.00 Bond No. 104908979 Travelers Casualty and Surety Premium \$49,387.00 Surety Company of America Principal A. Murphy Ranch, LLC Address 707 W.Main, Ste. 300 Address 11870 Pierce Street, Suite 100 City/State Spokane, WA City/State Riverside, CA Zip 99201 Zip 92505 Phone 509-835-7550/509-535-9178 Phone 951-710-1913
WHEREAS, the County of Riverside, State of California, and A. Murphy Ranch, 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 (Tract/Parcd) 31390~2 , which agreement(s) 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 Company of America, as surely, are held and firmly bound unto the County of Riverside in the penal sum of ***Four Million Seven Hundred Three Thousand No/100Dollars (\$ 4,703,500,00 lawful money of Mindfeld & No/100Dollars (\$ 4,703,500,00 lawf
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 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 hamless the County of Riverside, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall requain 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 County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

RECEIVED

47

MAY 0 3 2007

Travelers Bond - Spokane, WA

FAITHFUL PERFORMANCE BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the County of Riverside 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 agreements(s).

IN WIINESS WHEREOF, the	is instrument l May 2	has been duly 2007	executed by t	pe baucrbar a	10 autory
NAME OF PRINCIPAL:	A. Murphy	Ranch, L	LC		
AUTHORIZED SIGNATURE	(S): By:				
		-11	itie		
		T	ide		
		T	itle	<u> </u>	
		(IF CORI	PORATION, A	PPIX SEAL)	
VAME OF SURETY: <u>Itaya</u>	1/	Ity and S		kelan	
AUTHORIZED SIGNATURE	In Attorn	ey-in-Fact _{Jo}	Ann Mikke	Isen Tide Att	orney-in-Fact
		(IP CORI	ORATION,	ippix seal)	1
atari notariai. Acki	IOWLEDGM	ent of Sic	natures o	p Principa	LAND

ATTORNEY-IN-FACT.

RECEIVED

MAY 0 3 2007

Travelers Borsi - Spokane, WA

MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66499.1)

•		31390-2 (and portions of	
FOR: Streets and Drainage	\$2,293,000.0	- 44400 31300-13	
Water System	\$ 306.500.0		
Sewer System	\$ 203.500.0	00 Bond No. 104908979	
		- IT 1 Dawformance Bolld	
Travelers Casus		rincipal A. Murphy Ranch, I.I.C Premium)	
Surety Company of Amer Address 707 W.Hain, St		odress 11870 PTerce Street, Suite 100	
City/State Spokane, WA	<u>121300 </u>	hity/State Riverside, CA	
		ip 92505	
Zip 99201 Phone 509-835-7550/50			
1 donc	2.755		
WHEREAS, the County of R	turnida Stote of	Colifornia and	
A. Murchy Ranch		California min	
As WITPHY REICH	incinalist have ent	tered into, or are about to enter into, the attached	
(noternance designates as in	tereni er semen le-	I and complete the above designated public	
agreement(s) wholeby parking	THE SELECTS IN HIS IGN	90-2 , which agreement(s) is/are hereby	
improvements reading to (1)	montainer) - 2525	Without advectorated to the second	
referred to said made a part he	ment'sna'		
STITUTE & Comments of the second	-F-uld assessed	principal is required, before entering upon the	£
WHERDAS, CHOST HE CHAN	or sam agreement	Training payment bond with the County of	
performance of the work, to i	He a good and sur	ce is made in Title 15 (commencing with Section	
3082) of Part 4 of Division 3	2 (O MIICH IEIGICIK	of the Cross of California:	
3082) of Part 4 of Division 3	OF THE CLASS CODE	Of the State of Communication	
	• •	deviced or compared except one held finally	
NOW, THEREFORE, SEIG PE	nicibat and the nit	dersigned, as corporate surety, are held firmly	
into the County of Kiverside	and all contractors	s, subcontractors, laborers, material persons and said Civil Code in the sum of ***Two Million Eight	
other persons employed in the Hundred Three Thousand	: performance of \$	Dollars (\$2,803,000,00) for materials	
Hundled Inter Indamna	a No. Lo	LANGUES (DE COS COS COS COS COS COS COS COS COS COS	
furnished or labor thereon of a	my kma, or for an	nounts due under the Unemployment Insurance	
Act with respect to such work	or labor, that said	I surety will pay the same in an amount not	
exceeding the amount hereins	pove set totut, and	d also in case suit is brought upon this bond, will	
pay, in addition to the face am	ount thereof, cost	s and reasonable expenses and fees, including	
reasonable attorney's fees, inc	aned by the Coun	ity in successfully enforcing such obligation, to	
be awarded and fixed by the co	ourt, and to be tax	ed as costs and to be included in the judgment	
therein rendered.			
•		at the state of th	
It is hereby expressly stipulate	q and astrood hhon	that this bond shall foure to the benefit of any	O
and all persons, companies and	i corporations ent	itles to full claims under Title 15 (commencing	٠
with Section 3082) of Part 4 of	f Division 3 of the	Civil Code, so as to give a right of action to	
them or their assigns in any so	it brought upon th	als bond.	
		and the three was the transmission of	
Should the condition of this be	and be fully perfor	med, then this obligation shall become null and	
void; otherwise, it shall be and	remain in full for	rce and effect.	

RECEIVED

MAY 0 3 2007

Travelara Bond - Spokane, WA

ATTORNEY-IN-FACT.

MATERIAL AND LABOR BOND

The surety hereby stipulzies and agrees that no change, extension of time, alteration or addition to the terms of this agreement 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.

above named, on	May 2		50
NAME OF PRINCIPAL:_	A. Murphy	Ranch, LLC	and the second s
	mran ri		
AUTHORIZED SIGNATU	KE(8); By;	Title	
		Tide	
•		Title	
		(IF CORPORATION, AF	P(X SEAL)
name of surety: <u>tr</u>	avelers Casu	alty and Surety Comp	any of America
AUTHORIZED SIGNATU		Om Mich	Title
•	its Attom		sen Attorney-in-Pact
		OF CORPORATION, AF	fix seal)

Filed 09/25/2008 Page 51 of 87

Sep. 4. 2008 10:4/AM

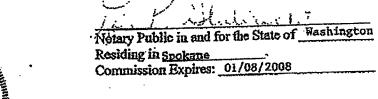
No. 1954 P. 51

State of Washington

County of Spokane

On	May 2, 2007	before me,	Lois K. Glubrecht
***		personally appeared	Jo Ann Nikkelsen
		personally	known to be to be the person
whose	name is subscribed to the	within instrument and ac	knowledged to me that he/she
execut	ted the same in his/her aut	horized capacity and that	by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the			
instruc	nent.		

WITNESS my hand and official seal,





SUBDIVISION MONUMENT BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

. (Government Co	de Section 66496) Tracts 31390-2 (and port	ions
Tra	act/Parcel Map No. of Tracts 31390 and 31390 and No	-1)
Travelers Casualty and Surety Surety Company of America Pri Address 707 W.Main, Ste. 300 Ad City/State Spokane, WA City Zin 99201 Zio	y ncipal A. Murphy Ranch, ILC dress 11870 Pierce Street, Suite 100 y/Sume Riverside, CA	. •
That, A. Murphy Ranch, LLC subdivides, as principal, and Travelers Casus a corporation, as surety, are hereby jointly and so the sum of ***Eighty One Thousand One is and No/100** The condition of this obligation is that, whereas if inal map of Trace/Parcel Map Number 31390—County of Riverside to set Survey Monuments at therefore and to pay the engineer or surveyor per completion.	the subdivider, as a condition of the filing of the end Tie Points in said tract and furnish Tie Notes	;ions 7-1)
NOW, THEREFORE, if the subdivider shall well original tem thereof, or of any extension of said to Riverside, with or without notice to the surety, the otherwise, it shall remain in full force and effect.	tern that may be granted by the County of the this obligation shall become null and void;	
As a part of the obligation secured hereby and in there shall be included costs and reasonable expe fees, incurred by the County in successfully enfor and included in any judgment rendered.	nses and ises. Inclining reasonable another b	
The surety hereby stipulates and agrees that no che terms of this agreement or to the work to be accompanying the same shall in anywise affect it waive notice of any such change, extension of tin stipulates and agrees that the provisions of Sectionsmuction are not conditions precedent to suret waived by smery.	e performed thereunder of the spectifications s obligation on this bond, and it does hereby ne, alteration or addition. Streety further on 2845 of the Civil Code and commencement of	ions)-1)

MAY 0 3 2007 Tavelers Bond - Spokana, WA

ir oa 3-33

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, above named, on	this instrument has been May 2 200	duly executed by the principal a 07	and surely
NAME OF PRINCIPAL:	A. Murphy Ranch,	rre	,, ∨
AUTHORIZED SIGNATUR	(E(S): By:		original de la companya de la compan
		Tide	Joes
		Title	
		Title	
	(IF C	orporation, afpex seal	•
NAME OF SURETY: Tra		nd Surety Company of A	
	(IF CI	orporation, affix seal	.)
ATTACH NOTARIAL ACK ATTORNEY-IN-FACT.	NOWLEDGMENT OF	SIGNATURES OF PRINCIPA	
4			

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State of	f Washington		.•
County	of Spokane	•	•
On	May 2, 2007	before me,	Lois K. Glubrecht
		personally appeared	Jo Ann Mikkelsen
		personally	known to be to be the person
			knowledged to me that he/she
		•	by his/her signature on the
instrum	ent the person, or the en	tity upon behalf of which	the person acted, executed the
nstrum	ent.		
		WITNESS my hand	l and official scal,
		Notary Public in an	d for the State of Washington
irie.	AWHUM.	Residing in Spokane Commission Expire	B
1101	GLUB 2002	Antenant	

FAITHFUL PERFORMANCE BOND COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66499.1)

	FOR: Streets and Drainage \$ 2,607,500.00 Tract No. 31390 Water System \$ 518,500:00 Parcel Map No. Scwer System \$ 249,000.00 Bond No. 104908981 Travelers Casualty and Surety Premium \$35,438.00 Surety Company of America Principal A. Murphy Ranch, LLC Address 707 W. Main, Ste. 300 Address 11870 Pierce Street. Suite 100 City/State Spokane, WA City/State Riverside. CA Zip 9201 Zip 92505 Phone 509-835-7550/509-535-9178 Phone 951-710-1913	5§			
	WHEREAS, the County of Riverside, State of California, and A. Murphy Ranch, 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 (Tract/Parcel) 31390 , which agreement(s) is/are hereby referred to and made a part hereof; and,				
	WHEREAS, and principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s); Travelers Casualty and Surety				
Hundred	NOW, THERHORE, we the principal and <u>Company of America</u> surety, are held and firmly bound anto the County of Riverside in the penal sum of <u>Three Hillion</u> surety, are held and firmly bound anto the County of Riverside in the penal sum of <u>Three Hillion</u> Seventy Five Thomsand and No. 1.00 Dellare (\$3, 375,000,00) lawful money of	Three			
•	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 heits.				

The condition of this obligation is such that if the above bonded principal, his or its heits, 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 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 County of Riverside, 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 County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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RECEIVED

MAY 0 3 2007

Travelers Bond - Spokane, WA

FAITHFUL PERFORMANCE BOND

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The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the County of Riverside 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 agreements(s).

IN WITNESS WHEREOF, above named, on		has been d 20	uly executed by the principal and surely 07	
NAME OF PRINCIPAL:	A. Murphy	Ranch,	LLC	ihrac
	neway. Ya	4-2	-	mgT :
AUTHORIZED SIGNATU	READ): By:		Tide	
			Title	
			Tide	
		(IFCO	rporation, affix seal)	
NAME OF SURETY: <u>Tran</u> Authorized Signatui	200		Surety Company of America O Ann Mikkelsen Attorney-in	n-Pact flows
		OF CO	rporation, affix seal)	

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

MATERIAL AND LABOR BOND COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

FOR: Streets and Drainage \$1.303.750.00 Tract No. 31390 Water System \$ 259.250.00 Parcel Map No	
Phone 509-835-7550/509-535-9178 Phone 951-710-1913 WHEREAS, the County of Riverside, State of California, and A. Murphy Ranch, 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 (Tract/Parcel) 31390 , which agreement(s) is/are hereby referred to and made a part hereof; and.	ille e
WHERBAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;	**************************************
NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unito the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of <u>One Million</u> S Eighty Sayan Thousand Five Hundrad & No/100 Dollars (\$1,687,500.00) 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 County in successfully enforcing such obligation, to	

It is hereby expressly stipulated and agreed upon that this bond shall inuxe to the benefit of any and all persons, companies and corporations entities to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment

therein rendered.

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.

RECEIVED

MAY 0 3 2007

Travelers Bond - Spokene, WA

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement 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 surabore named, on <u>May 2</u> , 2007	resy 58
NAME OF PRINCIPAL: A. Murphy Ranch. LLC	. 1 112
AUTHORIZED SIGNATURE(S): By:	:
Title	
Title	
Tide	
(IF CORPORATION, APPIX SEAL)	•
NAME OF SURETY: Travelers Casualty and Surety Company of Ameri	ca
AUTHORIZED SIGNATURE: Lo Com Mikhelson	56
As Attorney-in-Fact Jo Ann Mikkelsen Attorn	ey-in-Fact
(IF CORPORATION, AFFIX SEAL)	

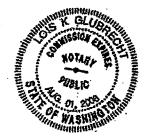
ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

State of Washington

County of Spokane

On May 2, 2007	before me, Lois K. Glubr	echt
·	personally appeared	
Jo Ann Mikkelsen	personally known to be to be	the person
	ithin instrument and acknowledged to me	that he/she
	rized capacity and that by his/her signatur	
	upon behalf of which the person acted, e	
instrument.		

WITNESS my hand and official seal,



Notary Public in and for the State of Washington
Residing in Spokane
Commission Expires: 01/08/2008

SUBDIVISION MONUMENT BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
(Government Code Section 66496)

	Tract/Parcel Map No. 31390
	Bond No. 104908982
Travelers Casualty and Su	rety Premium; \$1,043.00
Surety Company of America	Deinging A. Murphy Kanca, LLC
Address 707 W.Main. Ste. 300	Address 11870 Pierce Street, Suite 10
City/State Spokene, WA	City/State Riverside, CA
Zip 99201	Zip 92505
Phone 509-835-7550/509-535-9178	
1,000	•
KNOW ALL MEN BY THESE PRESENT	S:
17 17 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
That, A. Murphy Ranch, LLC	
profession has beingles as abbilled	Casualty and Surety Company of America
s Visitia Velenders in interes so maitoropeed a	nd severally bound to pay to the county of the reason
the sum of Ninety Nine Thousand Th	ree Hundred Dollars (\$99,300.00).
TO SOUT OF TABLE AND ANY AND ANY AND ANY AND ANY AND ANY AND AND ANY AND AND AND AND AND AND AND AND AND AND	
The acudition of this obligation is that Whe	reas the subdivider, as a condition of the filing of the
ing continuon of the attractance Man distribute 3	1390 entered into an agreement with the
Mai map of 11st of an art Comment Manuscrap	nts and The Points in said tract and furnish Tie Note:
Connick of Kansleigs to set our sol wroming	r performing the work, in full, within 30 days after
	(benonting me work in ten)
completion.	
lada sahirihdun ada 35 sturrentum utras	well and truly perform said agreement during the
WW, I HEREFORE, II UR SUULVIGEI MAI	said term that may be granted by the County of
inginal tem thereof, or of any extension of	ty, then this obligation shall become null and void;
(iverside, with or without house to me sine	ty, men nas congulate and the
therwise, it shall remain in full force and ei	
e a man of the abligation control benefit or	ed in addition to the face amount specified therefore
range of the proposed coars and accomple	expenses and fees, including reasonable attorney's
Nere shall be included costs and icasonavic	PATPONIANS WHEN YOUNG STREET

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 County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

RECEIVED

MAY 03 2007

Travelers Bonó - Spelsone, WA

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this ins above named, on May	strument has been 7 2 , 20	duly executed by the princip	al and surety
NAME OF PRINCIPAL: A. 1	furphy Ranch,	ILC	
AUTHORIZED SIGNATURE(S):	By:		-
,		Title	•
		Title	
		Title	
	(JFCC	orporation, affix se	AL)
NAME OF SURETY: Traveler	s Casualty an	nd Surety Company of	America
AUTHORIZED SIGNATURE:	S Attorney-in-Fac	The Ann Mikkels Title	Actorney-in-Fact
	Œ CC	orporation, affix Se	AL)
ATTACH NOTARIAL ACKNOWL	EDGMENT OF	SIGNATURES OF PRINCI	PAL AND

ATTORNEY-IN-FACT.

State of	Washington
----------	------------

County of Spokane

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P. 62

On May 2, 2007	before me,	Lois K. Glubracht
	personally appeared	
Jo Ann Mikkelsen	personally	known to be to be the person
whose name is subscribed to the wi	ithin instrument and ac	knowledged to me that he/she
executed the same in his/her author	ized capacity and that	by his/her signature on the
instrument the person, or the entity	upon behalf of which	the person acted, executed the
institument.		

WITNESS my hand and official seal,

Notary Public in and for the State of Residing in Spokane
Commission Expires: 01/08/2008 Washington



RECEIVED MAY 0 3 2007 Travelers Bord - Spokens, WA

FAITHFUL PERFORMANCE BOND COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

	FOR: Streets and Drainage \$1,304,000.00 Tract No. 31390-1	
	Weter System \$ 449.000.00 Parcel Map No	
•	Sarter Sarter \$ 121,500,00 Bond No. 104934014	
	Thenry Lang Capyaller and Surety Premium \$19,682.00	
	Discipal A. Murphy Rancha Lilli	
	Address 107 W.Main. Ste. 300 Address 11870 Fierce Street, Suite 100	³ 63
	City/State Spokane, WA City/State Riverside, CA	دن
	7in 99201 Zip 92505	
	Phone 509-835-7550/509-535-9178 Phone 951-710-1913	
	remove to the Compact Philippine of Polifornia and	
	WHEREAS, the County of Riverside, State of California, and A. Murphy Ranch, LLC	
	(he windles designated as "principal") have entered into, or are about to enter into, the attached	
	A THE AND THE PROPERTY OF THE PROPERTY OF THE PARTY OF TH	
	improvements relating to (Tract/Parcel) 31390-1 which agreement(s) is/me 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);	
	Travelers Casualty and Surety	
		Richt
	surety, are held and firmly bound unto the County of Riverside in the penal sum of one Million	
Hundred	surely, are hold and tirmly bound unto the County of Crystales in the period of Seventy Four Thousand Five Hundred Donars (\$1.874.500.00) lawful money of Seventy Four Thousand Five Hundred Donars (\$1.874.500.00) lawful money of	À
	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.	(6)
	heirs, successors, executors and administrators, lorded and servering, servering,	
	The condition of this obligation is such that if the above bonded principal, his or its heits,	
	AMANDA CONTINUES CANDING THE TILLIFE STRIPS TO TRADSCATE CONTINUES CANDING TO CONTINUE CONTINUES CANDING CONTINUES CANDI	
	I tanda bear and perform the coverage conditions and illuvisions in vivous securities	
	and the stand of made as therein monided has his OF WEN Dall. to be not a per postument	
	At a state and the share manuscrathering analytical data to still the state and the state of the	
	The course and shall indemnifu and once harming the County of Civilian to occurre to	
	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,	
	the shall be impleded excite and essecutifies symptoses and 1928, including transmitted	
	fees, incurred by the County in successfully enforcing such conganous at a co-	
	and included in any judgment rendered.	ght
	+ 4000 TMA	.6
	RECEIVED	4.53
·	MAY 0 3 2007	- 2
	Travelers Bord - Spokens, WA	

FAITHFUL PERFORMANCE BOND

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The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the County of Riverside 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 agreements(s).

IN WITNESS WHEREOF, this is above named, on	astrument has been duly executed by the principal and swety 2 2007	
NAME OF PRINCIPAL:	Murphy Ranch, LLC	ght
AUTHORIZED SIGNATURE(S)	Title	
	Title	
	Title	
•	(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: <u>Itaveler</u> AUTHORIZED SIGNATURE:	is Attorney-in-Fact _{jo} Ann Mikkelsen Attorney-in-	n-Pact 📆
	(IF CORPORATION, AFFIX SEAL)	:

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

MATERIAL AND LABOR BOND COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (Government Code Section 66499.1)

FOR: Streets and Dramage \$ 652,000.	ഹ	Tract No. 31390-1	
Water System \$ 224,500.	00	Parcel Map No.	
		Bond No. 104934014	
		Premium Incl.in Perf. Bond Pr	enium
Travelers Casualty and Sur	Principal_	A. Murphy Ranch, LLC	43.00
Surety Company of America	Tithelber	1870 Plerce Street, Swite 100	
Address 707 W. Main. Ste. 300	HIRITON	Riverside, CA	ζĊ
City/State Spokane, WA		92505	65
Zip 99201	Zip	951-710-1913	
Phone 509-835-7550/509-535-9178	rnone	9334/10-1313	
	. e.e	a seed	
WHEREAS, the County of Riverside, State	OI CATHORIN	8, 280	
A. Morphy Ranch, LLC		share to enter into the attached	
(hereinafter designated as "principal") have	enterea into	of the sport to creat mot an amount	
agreement(s) whereby principal agrees to ins	etali and cor	Tipleto the store measures for solare benefit	
improvements relating to (Tract/Parcel)	390-1	— Milicia sistement(2) raste notes.	
referred to and made a part hereof; and,			
•			
WHEREAS, under the terms of said agreement	ent, princip	al is required, before chieffing upon the	
norformance of the work to file a good and s	sufficient o	SAMENT POUR WITH THE COUNTY OF	
Riverside to secure the claims to which refer	ence is mad	je ju jung 13 (commencing ann accordi	
3082) of Part 4 of Division 3 of the Civil Co	de of the St	tate of California:	-4
		•	rive
NOW, THEREFORE, said principal and the	nadersigne	d, as corporate surety, are held firmly	
the County of Diservide and all contract	have distryvis	macinis, bidileis, hacciai passiis sais	
ask and a supplementation and margarettes	if eath Civi	(Yole in the sum of hand house and	irty _{(;}
even Thousand Two Hundred Fifty	Witton .x	rs (\$ 937, 250,00) for materials	0,7
even Thousand Iwo Hundred Filly	u Dona	way under the Unemployment Insurance	
furnished or labor thereon of any kind, or for	SHOOMIS C	the fitting are discussive an amount with	
Act with respect to such work or labor, that s	and smerk ,	will pay the same in an amount for hand will	
arcaeding the amount hovershows SEI fOUIT:	and also m	CSZC ZIIII IZ OTOTIŠITE PRANK MYRO PANAL	
now in individual to the face amount thereOf. O	ngis and rez	SOUNDIE CYDENSES MIN ICCS, MARCHAE	
regerenthly atternative face, incurred by the Ci	ninty in sik	CSSSIMIA CHIMININ MON DANGARAM A	
be awarded and fixed by the court, and to be	texed as ∞	ets and to be included in the judgment	
herein rendered.			
it is hereby expressly stipulated and agreed ti	non that thi	is bond shall inure to the benefit of any	
and all persons, companies and corporations	miles to f	will claims under Title 15 (commencing	
ind an persons, companies and corporations with Section 3082) of Part 4 of Division 3 of	the Civil C	nde on se to give a right of action to	
with Section 3082) of Part 4 of Division 3 of	به ۱۹۷۹ خیا ۱۹۷۹ السمح از از می	And an an an an an an an an an an an an an	
hem or their assigns in any suit brought upor	n mis dono-	•	
	* **	DIR Harris should become until and	ainm
Should the condition of this bond be fully per	nomea, w	CO CUS CONSTRUCTION OF THE CONTROL OF THE	•.
roid; otherwise, it shall be and remain in full	force and o	eneor -	
		•	7 ()
·		RECEIVED	100
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MAY 0 3 2007

Travelers Bond - Spokane, WA

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MATERIAL AND LABOR BOND

3	MATERIAL	AND	LABOR	BOND		nij das
to the terms of this affect its obligation of time, alteration 2845 of the Civil (hereby waived by	•	pecification loss hereby ther stipuls on preceder	us accompanying to surety's obj	f any such che hat the provis	ange, extension ions of Section under and are	743
IN WITNESS WH	EREOR, this instrume May 2	ant has bee	n duly executed	by the princi	al and swety	
name of Princ	PAL: A. Murp	hy Ranci	1, LIK		*********	
		·				
AUTHORIZED SI	gnature(s): By: _					
÷			Title	•	-	નું હ
	Based of		Title		•	
•						¥ - 1
	· ·	,	Title			
		(IF	CORPORATIO	n, affix si	EAL)	
N 4 3 600 (100 CV)	Y: Travelers C	asualty	and Surety	Company o	f America	
	ſ	7	7-20	1. A. A. A.	7	
AUTHORIZED SI	GNATURE: YES AU	mey-in-	act	Title	Attorney-in	-Fact
		•	Jo Ann Mi CORPORATIO			
		(III)	COLU CIWIIIO		•••	

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

State of Washing	top
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County of Spokane

67

On May 2.	2007	before me,	Lois K.	. Glubrecht
	·	personally appeared	· · · · · · · · · · · · · · · · · · ·	
Jo Ann 1	fikkelsen	personally	known to	be to be the person
		rithin instrument and ac	knowledge	ed to me that he/she
		rized capacity and that		
		y upon behalf of which		
instrument.				

WIINESS my band and official seal,



Notary Public in and for the State of Residing in spokane
Commission Expires: 01/08/2008

MAY 0 3 2007 Travelers Bond - Spokens, WA

Document 7-16

SUBDIVISION MONUMENT BOND COUNTY OF RIVERSIDE STATE OF CALIFORNIA (Covernment Code Section 66496)

TracyParcel Map No. 31390-1 Bond No. 104934015 \$311.00 Travelers Casualty and Surety Premium: A. Murphy Ranch, LLC Surety Company of America Principal Address 11870 Pierce Street, Suite 100 Address : 707 W. Main, Ste. City/State Riverside. CA City/State Spokane, WA 92505 Zip, 99201 951-710-1913 Phone 509-835-7550/509-535-9178 Phone_

KNOW ALL MEN BY THESE PRESENTS:

A. Murphy Ranch, LLC subdivider, as principal, and Travelers Casualty and Surety Company of America a corporation, as surely, are hereby jointly and severally bound to pay to the County of Riverside the sum of Twenty Nine Thousand Six Hundred Doffars (\$29,600.00

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the final map of Tract/Parcel Map Number 31390-1 entered into an agreement with the County of Riverside to set Survey Monuments and Tie Points in said tract and furnish Tie Notes therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after completion.

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

As a past 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 County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surely further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions procedent to surery's obligations hereunder and are hereby waived by stricty.

RECEIVED

MAY 0 3 2007

Travelers Bond - Spokene, WA

IN WIINESS WHEREOF, this instrument has been duly executed by the principal and sure above named, on May 2 2007	ty
NAMBOF PRINCIPAL: A. Murphy Ranch, ILC	M
AUTHORIZED SIGNATURE(S): By:	69
Title	<i>‡</i>
Tide	
Title	
(IF CORPORATION, AFFIX SEAL)	¥
NAME OF SURETY: Travelers Casualty and Surety Company of America	L
AUTHORIZED SIGNATURE: 20 20 Ann Mikelsettle Attorne	
(IF CORPORATION, AFFIX SEAL)	
ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND) 69

State of Washington

County of Spokene

On May 2, 200	before me,	Lois K. Glubrecht
	personally appeared	
Jo Ann Mikkel	en personally kn	own to be to be the person
*	bed to the within instrument and ackn	owledged to me that he/she
	is/her authorized capacity and that by	
	or the entity upon behalf of which the	
instrument.	·	

WITNESS my hand and official seal,



Notary Public in and for the State of Residing in Spokane
Commission Expires: 01/08/2008 Washington

FAITHFUL PERFORMANCE BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

31390, 31390-1, and	1 37330-7
FOR Speeds and Designage \$ 1.352.500.00 Tract No. (offsite Improvement	its)
e os ogo og Parcel Map No.	
11 mm of sale 100 36016	
415 Of h 101	
TIMPELETE OCCUPACY COM CARLOS AND THE TANK TIP	
Omivi)	3
	•
City/State Spokane, WA City/State Riverside, CA	
Zip 99201 Zip 92505	
Phone 509-835-7550/509-535-9178 Phone 951-710-1913	
A MA - 1 - 1 - 1	
WHEREAS, the County of Riverside, State of California, and	•
A. Morphy Reach, LLC	
(hereinafter designated as "principal") have entered into, or are about to enter into, the attached	
agreement(s) whereby principal agrees to instant and complete which agreement(s) is/are hereby improvements relating to (Tracel/Parcel)31390.—1.—2. which agreement(s) is/are hereby	
referred to and made a part hereof, and,	
	or :390-2
WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) it	•
the faithful performance of said agreements);	
Travelers Casualty and Surety	
	on Filtre
surely, are held and firmly bound unto the County of Riversice in the period such that the Rundred Floring (\$ 1.518.500.00) lawful money of Riversice (\$ 1.518.500.00) lawful money of the Rundred Floring (\$ 1.518.500.00) lawful money of the Rund	f .
The state of the second of which come will and traily be made, we want butter, our	
he United States, for the payment of which som with the day of these presents. 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.	•
	Bij.
1	
to the standard and the second	
TO A STATE OF THE PARTY OF THE	
The second of the second second portroportion to the second secon	d
meaning, and shall indefinity and save harmess the country and void; otherwise, it employees, as therein stipulated, then this obligation shall become null and void; otherwise, it	
employees, as increm supment, then has conspected asset of	
shall remain in full force and effect.	. 506- A
As a part of the obligation secured hereby and in addition to the face amount specified therefor	:, :390-2
17 I II I I I I I I I I I I I I I I I I	
fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs	
fees, incurred by the County in successing emotoring out to bug and the county independent rendered	

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Travelors Bond - Spolane, WA

390-2

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FAITHFUL PERFORMANCE BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the County of Riverside 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 agreements(s).

(W. COM OTHER PROPERTY OF THE

355-5

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: _

Astronomin Fort

is Attorney-in-Factor Ann Mikkelsen Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

Sep. C4523188181484220-VAP-OP

MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 65499.1)

	(Coveringen	COOR DEVICE	# 00-22-14	31390.	31390-1, 7	and 31390	-2
Sewer System Travelers Casual Surety Company of Ameri Address 707 W.Main. Ste City/State Spokane, WA Zip 99201 Phone 509-835-7550/509 WHEREAS, the County of Ri	\$ 42.000.1 \$ 41.000.1 try and Sur (cs -535-9178 verside, State	00 00 Principal Address 1: City/State Zip Phone	Parcel M Bond No Premium A. Murph 1870 Piero Riversid 92505 951-710-	(Offs1) (ap No. 10493) (a) Incl. (ap Ranch, ce Stree	4016 in Perf.Bo	ments)	
A. Murphy Ranch. (hereinafter designated as "principal agreement(s) whereby principal improvements relating to (Tran referred to and made a part bea	ncipal") have o all agrees to ins ca/Parcel) 313	MON DAR HOP	idieje jije ark	ひふた つたみげばん	more become		

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held furnly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of Seven Hundred Fifty, Nine Thousand Two Bundred Fifty & No/100 Dollars (\$759,250.00) 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 surery 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 County 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 beceby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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

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Travelers Bond - Spokane, WA

MATERIAL AND LABOR BOND

to the terms of this agreement affect its obligation on this be of time alteration or addition	and agrees that no change, extension of time, elteration or addition to to the specifications accompanying the same shall in anywise and, and it does hereby waive notice of any such change, extension. Surely further stipulates and agrees that the provisions of Section at a condition precedent to surely's obligations hereunder and are	A Mine
	is instrument has been duly executed by the principal and surety	YA.
above named, on	May 2	
NAME OF PRINCIPAL:	A. Murohy Ranch, IJC	
Authorized Signaturi	G(S): By:	
	Title	17. CANE
	. Title	
	(IF CORPORATION, AFFIX SEAL)	VA.
VAME OF SURETY:tray	lis Adorney-in-Pact Jo Ann Mikkelsen Attorney-in-	
	(IF CORPORATION, AFFIX SEAL)	

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

- h. Furnish and install AC paving per the approved Plans.
- i. Overlay 0.1' A.C. pavement as designated by County or as provided in the Plans.
- j. Complete Fog Seal applications as required by County or shown in the Plans.
- k. Removal and relocation of existing wood fence and mailbox as depicted on the Plans.
- 1. Provision of all painting, striping and signage as required by County pursuant to the Plans.

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