

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

684A



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.

BACKGROUND: On August 27, 2007, pursuant to Government Code Section 66462, the 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:llr
(Continued on next page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: ELENA M. BOEVA
DATE: 7/19/10
Departmental Concurrence

Policy Policy

Consent Consent

Dept't Recomm.:
Per Exec. Ofc.:

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.

FORM APPROVED COUNTY COUNSEL
BY: *Elena M. Boeva* 7/19/10
ELENA M. BOEVA DATE

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 Code 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. Recitals. The above Recitals and the Terms and Conditions are merely recitals and are not contractual.

2. Incorporation of the Plans for the Subdivision Improvements on the Project. 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. Travelers to Perform Portion of Remaining Work. 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 Government Code 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. Selection of Completion Contractors. 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.

5. 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. Mutual Releases. 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. County's and Travelers' Obligations With Respect to the Work Described in Exhibits C 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. Performance Bonds Penal Amount. 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. Payment Bonds Penal Amount. 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. Satisfaction of Travelers' Performance Obligation. 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. Indemnification by Travelers. 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. Notices. 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: seabarker@travelers.com

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

Fax: (530) 823-1536

12. No Third-Party Rights. 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. All Claims Referred to Travelers. 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. Agreement Binding on Successors. This Agreement shall be binding upon the successors and assignees of Travelers and the County.

16. No Modification Except in Writing. 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. Construction and Application of Law. 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. Validity. 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. No Waiver. 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. Reservation. 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. Counterparts/Facsimile. 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

By: Marion Ashley,
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

BY: _____
Deputy

DATED: June 8, 2010

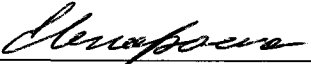
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA




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.

By 
Jeffrey T. Robbins, Esq.
Attorneys for Travelers Casualty and Surety
Company of America

IRVINE 155104.1 102471.039

EXHIBIT "A"

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE 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 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
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 affixed his name, address and seal.

By 

Title Tim McGinnis, Executive Committee Member

By _____

Title _____

COUNTY OF RIVERSIDE

By


JOHN TAVAGLIONE

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk of the Board

By


Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

By



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

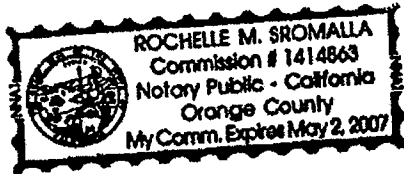
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Kinrossville } ss.

On May 2 2007 before me, Rochelle M. Sromalla Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Tim McEirralis
Name(s) of Signer(s)

- personally 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Rochelle M. Sromalla
Signature of Notary Public

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: _____

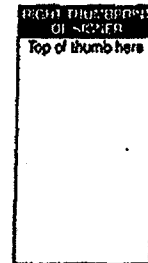
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



**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.

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:

<u>County</u>	<u>Contractor</u>
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

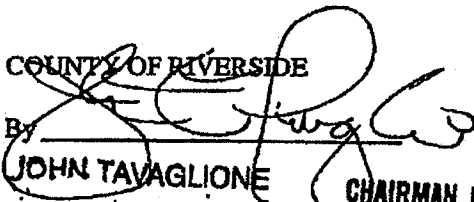
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By 

Title Tim McGinnis, Executive Committee Member

By _____

Title _____

COUNTY OF RIVERSIDE
By 
JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS


ATTEST:

NANCY ROMERO,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

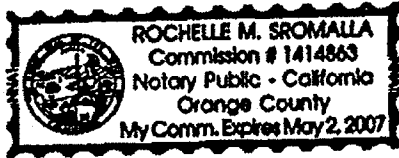
State of California }
County of Kimberly } ss.

On May 2, 2007 before me, Rochelle M. Sromalla, Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Tim M. Surrus
Name(s) of Signer(s)

- personally 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Rochelle M. Sromalla
Signature of Notary Public

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: _____

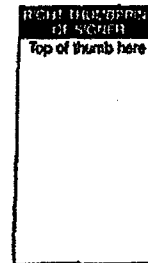
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

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.

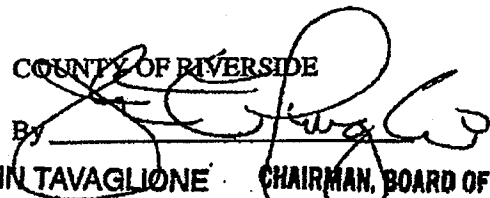
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

<u>County</u>	<u>Contractor</u>
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.

By 
Title Tim McGinnis, Executive Committee Member
By _____
Title _____

COUNTY OF RIVERSIDE
By 
JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

By 

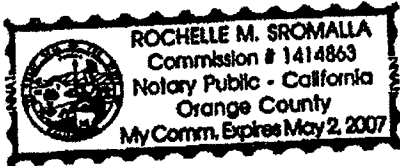
SIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY
AND EXECUTED IN TRIPPLICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Kern } ss.

On May 2 2007 before me, Rochelle M. Sromalla Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Tim M. Curris
Name(s) of Signer(s)

- personally 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Rochelle M. Sromalla
 Signature of Notary Public

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: _____

Signer Is Representing: _____



File / Book 17

**FEES AND SECURITIES WORKSHEET
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT**

DATE April 19, 2007
 PARCEL/ TRACT MAP/MS NO. TR31380-1, TR31380-2, TR31380 Off Site Imp
 IP NO. 050052
 BONDING 100% 120%

IMPROVEMENT	CONSTRUCTION COST (100%)	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIALS & LABOR SECURITY (**50% of the Faithful Performance, except for S/D add 100%)
A. Streets/Drainage (S/D)	\$ 1,352,357.00	\$ 1,352,500.00	\$ 676,250.00
B. Flood Control*	\$ -	\$ -	\$ -
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 RETENTION (10% of E)		\$ 151,850.00	
G. MONUMENT SECURITY BOND		\$ -	
<u>FEE CALCULATION</u> for Transportation Department inspection fee 100% (Not Including Additional 20% cost)			
H. STREET/DRAINAGE		\$ 1,352,357.00	
I. WATER		\$ 83,858.00	
J. SEWER		\$ 81,876.00	
K. TOTAL		\$ 1,517,891.00	

L. TRANS DEPT INSPECTION FEE DUE (K+O) X 3%	\$ 46,536.73
M. SURCHARGE FEE, TRANS DEPT INSPECTION (2% XL)	\$ 910.73
N. TOTAL- TRANS DEPART INSPECTION FEE + SURCHARGE (L+M)	\$ 48,447.46
O. TRAFFIC CONTROL ITEMS (CONTRACTOR)	\$ -
P. SIGNINIG/STRIPING INSTALLATION DEPOSIT BY: <input type="checkbox"/> PC <input type="checkbox"/> TRAF	
Q. TOTAL FEES DUE PRIOR TO RECORDATION (N+P)	\$ 48,447.46

CONTACT PERSON Amir Fallahi @ K&A Engineering PHONE NO (951) 279-1800
 ADDRESS 357 N. Sheridan Street, Suite 117, Corona, Ca. 92980
 PREPARED BY Jerry Otteson @ Wildan CHECK BY _____ DATE _____

PARCEL MAP OR TRACT NO. Tr. 31390-1, 31390-2, 31390 Off-Site DATE 3/25/2007
 RP, CU, PU, SM OR VL NO. _____ BY: PJR

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY		MATERIAL & LABOR SECURITY	
	(100% OF Estimated Construction Costs)		** (50% of Estimated Construction Costs)	
Streets/Drainage \$	=	\$ 1,352,500	\$	694,250
Flood Control*	=	\$ -	\$	-
Water District \$	=	\$ 84,000	\$	42,000
Sewer District \$	=	\$ 82,000	\$	41,000
Total	=	\$ 1,554,500	\$	777,250
Warranty Retention (10%)	=	\$ 155,450		

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using County's unit costs are accurate for determining bonding costs.

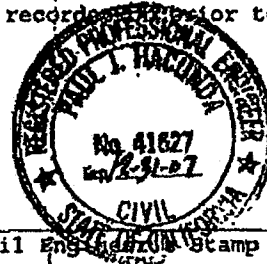
Above amounts do do not include an additional 20% for recording prior to having signed plans (Ordinance 460, Section 10.3E).

Signature

Paul Macunda

Date

3-21-07



Civil Engineering Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide copy of F.C.D. letter stating cost estimate.

*****PLEASE READ INSTRUCTIONS BELOW*****

- Quantities to be taken from improvement plans. Unit costs to be as provided on "Riverside County Improvement Requirement Worksheet".
- Show Performance Bond Amounts to the nearest \$500. Material and Labor Bond Amounts are 50% of Performance Bond Amounts.
 ** 100% for Flood Control items.
- For construction items not covered by "Riverside County Improvement Requirement Worksheet", 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.

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

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

STREET IMPROVEMENTS				
QNTY	UNIT	ITEM	UNIT COST	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 point)		
	C.Y.	2. Projects without a Grading Plan		0
		(Road area and side slopes to daylight		
		Cut (c) = Fill (f) =		
	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	0
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.) a = fill, b = cut - fill		
		If import, provide (a) & (c), a = cut, c = fill - cut		
		(Unit costs for (a), (b), & (c) are 20% of actual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
625	L.F.	Sawcut Exists. A.C. Pavement	\$ 1.00	625
	S.F.	Cold plane A.C. Pavement	\$ 0.50	0
575	S.Y.	Grinding A.C., in Place	\$ 0.60	345
5,444	S.Y.	Remove A.C. Pavement	\$ 0.60	3,266

Unit Costs 12/05
Format 11/10/03

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT# 31390-1, 31390-2, 31390 Off-Site

DATE 3/15/2007

STREET IMPROVEMENTS (Cont'd)				
QNTY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Curb and Gutter	\$ 18.00	0
	L.F.	Remove A.C. Dike	\$ 3.00	0
	S.F.	Remove Sidewalk	\$ 10.00	0
2	EA.	Relocate Mailbox	\$ 250.00	500
1,250	L.F.	Remove Chain Link Fence	\$ 7.50	9,375
	L.F.	Remove Barricade	\$ 10.00	0
2,305	Ton	Asphalt Concrete(0.5') 64,050 S.F) (144 lbs/cu.ft.)	\$ 90.00	207,540 ✓
✓ 268	Ton	Asphalt Concrete(.25') 14,900 S.F) (144 lbs/cu.ft.)	\$ 90.00	24,120 ✓
✓ 2,544	C.Y.	Agg Base Class II (78950 S.F)	\$ 50.00	127,200 ✓
3	Ton	Asph. Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (85700 S.F.)	\$ 600.00	1,800 ✓
		apply at 0.05 + 0.03 = 0.08 gal/SY)		
6,750	S.F.	AC overlay (min. 0.10') (6,750 S.F)	\$ 0.90	6,075
506	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	5,060
1,508	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	18,096
	L.F.	Type "C" Curb	\$ 10.00	0
	L.F.	Type "D-1" Curb	\$ 10.00	0
	L.F.	Type "D" Curb	\$ 15.00	0
242	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	1,936
1,852	L.F.	A.C. Dike (8") (incl. material & labor)	\$ 10.00	18,520

Unit Costs 12/05
Format 11/10/03

**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
865	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	8,650
16,554	S.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	Ea	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, Telephone, 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	\$ 1000.00	0
5	Ea	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	0
	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

Unit Costs 12/05
Format 11/10/03

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

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

DATE

3/15/2007

STREET IMPROVEMENTS

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
1	Ea.	Flat Outlet Drainage Structure Std 303	\$ 200.00	200
	Ea.	Curb Outlet Drainage Structure Std 308	\$ 200.00	0
	S.F.	Terrace Drains and Down Drains	\$ 6.50	0
1,205	S.F.	Interceptor Drains	\$ 6.50	7,833
	C.Y.	R.C. Box Culvert	\$ 400.00	0
	C.Y.	Concrete Channel	\$ 200.00	0
40	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	1,600
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	0
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	0
	C.Y.	Rip Rap (2 Ton) Method B	\$ 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	\$ 75.00	0
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	0
390	L.F.	18" R.C.P.	\$ 60.00	23,400
564	L.F.	24" R.C.P.	\$ 70.00	39,480
217	L.F.	30" R.C.P.	\$ 80.00	17,360

Unit Costs 12/05
Format 11/10/03

**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
715	L.F.	36" R.C.P.	\$ 90.00	64,350
	L.F.	42" R.C.P.	\$ 100.00	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. or 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	0
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

Unit Costs 12/05
Format 11/10/03

**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	0
1	Ea.	Junction Structure No. 2	\$ 3000.00	3,000
	Ea.	Junction Structure No. 6	\$ 3700.00	0
	Ea.	Transition Structure No. 1	\$ 12500.00	0
	Ea.	Transition Structure No. 2	\$ 12500.00	0
	Ea.	Transition Structure No. 3	\$ 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	\$ 5000.00	10,000
	Ea.	Adjust Water Valve (if no water plan)	\$ 150.00	0
	Ea.	Adjust MH to Grade (if no sewer plan)	\$ 400.00	0

Unit Costs 12/05
Format 11/10/03

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: 31390-1, 31390-2, 31390 Off-site

DATE

3/15/2007

STREET IMPROVEMENTS (Cont'd)				
QNTY	UNIT	ITEM	UNIT COST	AMOUNT
SIGNING, STRIPING and SIGNALS				
190 S.F.		Remove Traffic Stripes and Paint		
		Markings	\$ 2.50	475
	Ea	Remove Sign, Salvage	\$ 50.00	0
1	Ea	Relocate Roadsign Sign	\$ 100.00	100
	Ea	Street Name Sign	\$ 275.00	0
2	Ea	Install Sign (Strap and Saddle Bracket		0
		Method)	\$ 100.00	200
	Ea	Install Sign Mast Arm Hanger Method)	\$ 100.00	0
1	Ea	Road Sign - One Post	\$ 250.00	250
	Ea	Road Sign - Two Post	\$ 400.00	0
	Ea	Object Marker - Modified Type "F"		0
		Delineator	\$ 60.00	0
	Ea	Delineator (Class 1 Type F)	\$ 40.00	0
	Ea	Delineator (Class 2)	\$ 45.00	0
	Ea	Pavement Marker, Reflective	\$ 3.75	0
2,010	L.F.	Paint Traffic Stripe (2 Coats)	\$ 0.30	603
	L.F.	4" Thermoplastic Traffic Stripe	\$ 0.30	0

Unit Costs 12/05
Format 11/10/03

**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
	L.F.	8" Thermoplastic Traffic Stripe	\$ 0.60	0
156	S.F.	Thermoplastic Channelizing Limit Line and Pavement Marking	\$ 2.25	351
200	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 3.00	600
1	L.S.	Signal and Lighting	\$130,000.00	130,000
LANDSCAPING				
	S.F.	MAINTENANCE WALK STD 113	\$ 4.00	0
	S.F.	COLORED STAMPED CONCRETE	\$ 10.00	0
24	Ea	Street Trees (15 Gallon)	\$ 100.00	2,400
16600	S.F.	Landscape and Irrigation	\$ 3.50	58,100
	C.Y.	Landscape Fill Material	\$ 27.00	0
1	Ea	Water Meter	\$ 7000.00	7,000
1	Ea	Electric Meter	\$ 10000.00	10,000

Unit Costs 12/05
Format 11/10/03

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

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

DATE

3/15/2007

STREET IMPROVEMENTS (Cont'd)

OTHER ITEMS NOT LISTED

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
20 L.F.		Curb Transition	\$ 15.00	300
1 Ea		AC Driveway	\$ 650.00	650
340 SF		AC Sidewalk	\$ 2.00	680
4 Ea		Splash Wall	\$ 200.00	800
1 Ea		Flared End Section	\$ 500.00	500
1 Ea		Concrete Collar	\$ 200.00	200

A. Subtotal

\$ 1,126,964

B. Administrative Cont ingency (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

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT Ex. 31390-1, 31390-2, 31390 off-site

DATE

3/15/2007

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" Waterline	\$ 13.00	0
	L.F.	6" Waterline	\$ 16.00	0
	L.F.	8" Waterline	\$ 21.00	0
	L.F.	10" Waterline	\$ 27.00	0
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	Ea.	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	\$ 200.00	0
	Ea.	8" Misc. Fittings	\$ 250.00	0
	Ea.	10" Misc. Fittings	\$ 280.00	0
	Ea.	12" Misc. Fittings	\$ 320.00	0
	Ea.	Blowoffs (4")	\$ 1600.00	0

Show quantities on this sheet only if project has a water plan. If no water plan then show applicable quantities as part of street improvements.

Unit Costs 12/05
Format 11/10/03

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

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

WATER IMPROVEMENTS (Cont'd)

Show quantities on this sheet only if project has a water plan. If no water plan then show applicable quantities as part of street improvements.

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
	Ea.	Service Connections	\$ 475.00	0
6	Ea.	Adjust Water Valve to Grade	\$ 200.00	1,200
	Ea.	Relocation of Blowoff	\$ 1000.00	0
3	Ea.	Air and Vacuum Valve	\$ 1850.00	5,550
				0
				0
				0
				0
				0
				0
A. Subtotal			\$ 69,715	
B. Administrative Contingency (20% X A)			\$ 13,943	
NOTE: Use 20% for TR and PM				
Use 5% for PP, CU, PU, MS and VL Cases				
C. Water Total (A + B)			\$ 83,658	

BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN				
(ORD. 460, SEC. 10.3E)				
D. 20% X C			\$ _____	
Water Total (C + D)			\$ _____	

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

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

SEWER IMPROVEMENTS				
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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.

QNTY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V.C.P.	\$ 15.00	0
	L.F.	6" V.C.P.	\$ 25.00	0
1,641	L.F.	8" V.C.P.	\$ 30.00	49,230
	L.F.	10" V.C.P.	\$ 35.00	0
	L.F.	12" V.C.P.	\$ 40.00	0
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.	Chimneys	\$ 400.00	0
6	Ea.	Adjust M.H. to grade	\$ 500.00	3,000
	L.F.	Concrete Encasement	\$ 35.00	0
			\$	

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
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BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN
(ORD.460, SEC.10.3E)

D. 20% X C	\$	
Sewer Total (C + D)	\$	

Unit Costs 12/05
Format 11/10/03

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
PLAN CHECK FEE CALCULATION SHEETS**

PARCEL MAP OR TRACT NO. 31398 et als SCH. A DATE 3/15/2007

PP, CU, PU, MS OR VL NO. _____ BY: _____

IMPROVEMENT COSTS (Including contingencies)

I. Streets/Drainage (Line C from Ppage 10)	\$	<u>1,352,357</u>
II. Water (Line C From Page 12)	\$	<u>83,658</u>
III. Sewer (Line C from Page 13)	\$	<u>81,876</u>

PLAN CHECK FEE CALCULATION

A. Streets/Drainage (<u>2%</u> x I.)	\$	<u>27,047</u>
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NOTE: Use 2% for TR

Use 6% for PM

Use 6.5% for PP, CU, PU, MS and VL

B. Water and Sewer (1% x II. And III.)	\$	<u>1,655</u>
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Note: Use 1% for all

C. Total Plan Check Fee (A + B)	\$	<u>28,702</u>
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SURCHARGE FEE CALCULATION

D. Surcharge Fee (2% x C)	\$	<u>574</u>
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E. Total Plan Check Fee and Surcharge Fee	\$	<u>29,277</u>
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COMMENTS

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

EXHIBIT "B"

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

FOR: Streets and Drainage	\$ 1,085,000.00	Tract No.	<u>31391</u>
Water System	\$ 299,500.00	Parcel Map No.	_____
Sewer System	\$ 160,000.00	Bond No.	<u>104884781</u>
Travelers Casualty and Surety		Premium	<u>\$16,217.00</u>
Surety Company of America		Principal	<u>A. Murphy Ranch LLC</u>
Address <u>707 W. Main, Suite 300</u>		Address	<u>11870 Pierce Street, Suite 100</u>
City/State <u>Spokane, WA</u>		City/State	<u>Riverside, CA</u>
Zip <u>99201</u>		Zip	<u>92505</u>
Phone <u>509-535-9178</u>		Phone	<u>951-710-1913</u>

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) 31391, 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 Travelers Casualty and Surety Company of America, as surety, are held and firmly bound unto the County of Riverside in the penal sum of (One Million Five Hundred Forty Four Thousand Five Hundred and No/100) Dollars (\$1,544,500.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement 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.

RECEIVED

MAR 19 2007

Travelers Bond - Spokane, WA

Sep. 4. 2008 10:41AM

No. 1954 P. 0

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 March 19, 2007.

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

AUTHORIZED SIGNATURE: *Judith A. Rapp*
Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

MATERIAL AND LABOR BOND
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINAL CORRECTION

(Government Code Section 66499.1)

Bond No. 104884781

FOR: Streets and Drainage	\$ 542,500.00	Tract No.	31391
Water System	\$ 149,750.00	Parcel Map No.	
Sewer System	\$ 80,000.00	Bond No.	104884781
Travelers Casualty and Surety		Premium Incl. 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	

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) 31391, which agreement(s) is/are hereby 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, 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 Seven Hundred Seventy Two Thousand Two Hundred Fifty & No/100 Dollars (\$772,250.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable 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 entitled 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

MAY 03 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: _____
Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: *Judith A. Rapp*
Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Fact

(IF CORPORATION, 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	\$ 542,500.00	Tract No.	31391
Water System	\$ 149,750.00	Parcel Map No.	
Sewer System	\$ 80,000.00	Bond No.	104884781
Travelers Casualty and Surety		Premium Incl. 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	

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) 31391, which agreement(s) is/are hereby 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, 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 *Eighty Thousand and No/100* Dollars (\$ 80,000.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the 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 entitled 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 19 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: _____

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: *Judith A. Rapp*

Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

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

Tract/Parcel Map No. 31391
Bond No. 104884782

<u>Travelers Casualty and Surety</u>	<u>Principal A. Murphy Ranch LLC</u>
<u>Surety Company of America</u>	<u>Address 11870 Pierce Street, Suite 100</u>
<u>Address 707 W. Main, Suite 300</u>	<u>City/State Riverside, CA</u>
<u>City/State Spokane, WA</u>	<u>Zip 92505</u>
<u>Zip 99201</u>	<u>Phone 951-710-1913</u>
<u>Phone 509-535-9178</u>	

KNOW ALL MEN BY THESE PRESENTS:

That, A. Murphy Ranch LLC
subdivider, as principal, and Travelers Casualty and Surety Company of America
a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside
the sum of Twenty Seven Thousand Four Hundred & 00 Dollars (\$ 27,400.00).

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 31391, 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
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

Travelers Bond - Spokane, WA

SUBDIVISION MONUMENT BOND

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: _____

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-Fact

(IF CORPORATION, AFFIX SEAL)

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

RECEIVED

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

MAR 19 2007

Travelers Bond - Spokane, WA

FOR: Streets and Drainage	\$ 2,532,000.00	Tract No.	31391-4
Water System	\$ 454,000.00	Parcel Map No.	
Sewer System	\$ 360,500.00	Bond No.	104884783
		Premium	435,138.00
Travelers Casualty and Surety			
Surety Company of America		Principal	A. Murphy Ranch LLC
Address 707 W. Main, 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 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) 31391-4, 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 Travelers Casualty and Surety Company of America, as surety, are held and firmly bound unto the County of Riverside in the penal sum of Three Million Three Hundred Forty Six Thousand Five Hundred & ^{no/100} Dollars (\$3,346,500.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement 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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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 March 19, 2007.

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

AUTHORIZED SIGNATURE: *Judith A. Rapp*

Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Fact

(IF CORPORATION, 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	\$ <u>1,266,000.00</u>	Tract No. <u>31391-4</u>
Water System	\$ <u>227,000.00</u>	Parcel Map No. _____
Sewer System	\$ <u>180,250.00</u>	Bond No. <u>104884783</u>
Travelers Casualty and Surety		Premium <u>Incl. in Perf. Prem.</u>
Surety Company of America	Principal <u>A. Murphy Ranch LLC</u>	
Address <u>707 W. Main St., Suite 300</u>	Address <u>11870 Pierce Street, Suite 100</u>	
City/State <u>Spokane, WA</u>	City/State <u>Riverside, CA</u>	
Zip <u>99201</u>	Zip <u>92505</u>	
Phone <u>509-535-9178</u>	Phone <u>951-710-1913</u>	

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) 31391-4, which agreement(s) is/are hereby 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, 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 One Million Six Hundred Seventy Three Thousand Two Hundred Fifty Dollars (\$1,673,250.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees; including reasonable 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 entitled 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 19 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: _____
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-Fact

(IF CORPORATION, AFFIX SEAL)

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

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

Tract/Parcel Map No. 31391-4
Bond No. 104884784

<u>Travelers Casualty and Surety</u>	<u>Principal A. Murphy Ranch LLC</u>
<u>Surety Company of America</u>	<u>Address 11870 Pierce Street, Suite 100</u>
<u>Address 707 W. Main, Suite 300</u>	<u>City/State Riverside, CA</u>
<u>City/State Spokane, WA</u>	<u>Zip 92505</u>
<u>Zip 99201</u>	<u>Phone 951-710-1913</u>
<u>Phone 509-535-9178</u>	

KNOW ALL MEN BY THESE PRESENTS:

That, A. Murphy Ranch LLC
subdivider, as principal, and Travelers Casualty and Surety Company of America
a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside
the sum of Sixty Two Thousand Nine Hundred & No/100 Dollars (\$ 62,900.00).

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 31391-4, 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
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
Travelers Bond - Spokane, WA

SUBDIVISION MONUMENT BOND

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: _____

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-Fact

(IF CORPORATION, AFFIX SEAL)

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

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

FOR: Streets and Drainage	\$ 3,858,000.00	Tract No.	31391-1-2-3-4
Water System	\$ 301,500.00	Parcel Map No.	
Sewer System	\$ 287,000.00	Bond No.	104884785
Travelers Casualty and Surety		Premium	\$46,688.00
Surety Company of America		Principal	A. Murphy Ranch LLC
Address 707 W. Main, 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 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) 31391-1-2-3-4, 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 Travelers Casualty and Surety Company of America, as surety, are held and firmly bound unto the County of Riverside in the penal sum of Four Million Four Hundred Forty Six Thousand Five Hundred & Dollars (\$4,446,500.00) lawful money of the United States, for the payment of which sum ^{NO/100} 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 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.

RECEIVED

MAR 19 2007

Travelers Bond - Spokane, WA

Four

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 March 19, 2007.

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

AUTHORIZED SIGNATURE: *Judith A. Rapp*

Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Fact

(IF CORPORATION, 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	\$ 2,327,500.00	Tract No.	31391-1-2-3-4
Water System	\$ 150,750.00	Parcel Map No.	
Sewer System	\$ 143,500.00	Bond No.	104884785
Traveler's Casualty and Surety		Premium	Incl. in 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

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) 31391-1-2-3-4, which agreement(s) is/are hereby 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, 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 Two Million Six Hundred Twenty One Thousand Seven Hundred Fifty Six 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 rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to 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 19 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: _____

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-Fact

(IF CORPORATION, AFFIX SEAL)

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

24

24

act

State of Washington
County of Spokane

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 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 seal,

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



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

MAR 19 2007

Travelers Bond - Spokane, WA

Tract/Parcel Map No. 31391-1-2-3-4
Bond No. 104884786

<u>Travelers Casualty and Surety</u>	<u>Principal</u>	<u>A. Murphy Ranch LLC</u>
<u>Surety Company of America</u>	<u>Address</u>	<u>11870 Pierce Street, Suite 100</u>
<u>Address 707 W. Main, Suite 300</u>	<u>City/State</u>	<u>Riverside, CA</u>
<u>City/State Spokane, WA</u>	<u>Zip</u>	<u>92505</u>
<u>Zip 99201</u>	<u>Phone</u>	<u>951-710-1913</u>
<u>Phone 509-535-9178</u>		

KNOW ALL MEN BY THESE PRESENTS:

That, A. Murphy Ranch LLC,
subdivider, as principal, and Travelers Casualty and Surety Company of America
a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside
the sum of Sixty Three Thousand One Hundred & 00 Dollars (\$ 53,100.00).

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 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
waive notice of any such change, extension of time, alteration or addition. Surety further
stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of
construction are not conditions precedent to surety's obligations hereunder and are hereby
waived by surety.

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on March 19, 2007

NAME OF PRINCIPAL: A. Murphy Ranch LLC

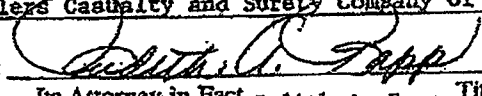
AUTHORIZED SIGNATURE(S): By: _____
Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: 
Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

State of Washington

County of Spokane

26

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 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 seal,



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

26

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

RECEIVED
MAR 19 2007

Travelers Bond - Spokane, WA

FOR: Streets and Drainage	\$ 1,912,000.00	Tract No.	31391-2
Water System	\$ 327,000.00	Parcel Map No.	
Sewer System	\$ 168,500.00	Bond No.	104884787
		Premium	\$25,279.00
Travelers Casualty and Surety		Principal	
Surety Company of America		A. Murphy Ranch LLC	
Address 707 W. Main, 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	

29

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) 31391-2, 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 Travelers Casualty and Surety Company of America, as surety, are held and firmly bound unto the County of Riverside in the penal sum of Two Million Four Hundred Seven Thousand Five Hundred & 00/100 Dollars (\$ 2,407,500.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

29

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 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.

Four

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 March 19, 2007.

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

AUTHORIZED SIGNATURE: 

Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

RECEIVED

MAR 19 2007

Travelers Bond - Spokane, WA

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

FOR: Streets and Drainage	\$ 956,000.00	Tract No.	31391-2
Water System	\$ 163,500.00	Parcel Map No.	
Sewer System	\$ 84,250.00	Bond No.	104884787
Travelers Casualty and Surety		Premium Incl. in 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

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) 31391-2, which agreement(s) is/are hereby referred to and made a part hereof; and,

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2007

Spokane WA

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 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 & 00/100 Dollars (\$ 1,203,750.00) 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.

VED

2007

Spokane WA

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to 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.

VED

2007

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 LLO

AUTHORIZED SIGNATURE(S) By: _____

Title

_____ Title

_____ Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: *Judith A. Rapp*

Its Attorney-in-Fact Judith A. Rapp Title 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 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 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.

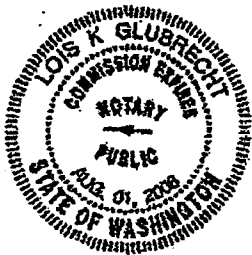
WITNESS my hand and official seal,

Lois K Glubrecht

Notary Public in and for the State of Washington

Residing in Spokane

Commission Expires: 01/08/2008



RECEIVED

MAR 19 2007

Travelers Bond - Spokane, WA

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

Tract/Parcel Map No. 31391-2
Bond No. 104884788

<u>Travelers Casualty and Surety</u> <u>Surety Company of America</u>	<u>Principal A. Murphy Ranch LLC</u>
<u>Address 707 W. Main, Suite 300</u>	<u>Address 11870 Pierce Street, Suite 100</u>
<u>City/State Spokane, WA</u>	<u>City/State Riverside, CA</u>
<u>Zip 99201</u>	<u>Zip 92505</u>
<u>Phone 509-535-9178</u>	<u>Phone 951-710-1913</u>

KNOW ALL MEN BY THESE PRESENTS:

That, A. Murphy Ranch LLC
subdivider, as principal, and Travelers Casualty and Surety Company of America
a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside
the sum of Thirty Five Thousand Two Hundred & 00 Dollars (\$35,200.00).

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 31391-2, 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
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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SUBDIVISION MONUMENT BOND

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: _____

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: *Judith A. Rapp*

Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

RECEIVED

FAITHFUL PERFORMANCE BOND MAR 19 2007
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
(Government Code Section 66499.1)

Travelers Bond - Spokane, WA

FOR: Streets and Drainage	\$ 2,194,000.00	Tract No.	31391-3
Water System	\$ 414,000.00	Parcel Map No.	
Sewer System	\$ 363,500.00	Bond No.	104884789
Travelers Casualty and Surety		Premium	\$31,201.00
Surety Company of America		Principal	A. Murphy Ranch LLC
Address	707 W. Main, 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 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) 31391-3, 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 Travelers Casualty and Surety Company of America, as surety, are held and firmly bound unto the County of Riverside in the penal sum of ~~Two Million Nine Hundred Seventy One Thousand Five Dollars (\$2,971,500.00)~~ ^{Two Million Nine Hundred Seventy One Thousand Five Dollars (\$2,971,500.00)} lawful money of the United States, ~~and no cents.~~ 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 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.

on

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 March 19, 2007.

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

AUTHORIZED SIGNATURE:  _____

Its Attorney-in-Fact
Judith A. Rapp

Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

RECEIVED

MAR 19 2007

Travelers Bond - Spokane, WA

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

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 Surety		Premium (included in Performance Bond)	
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

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) 31391-3, which agreement(s) is/are hereby referred to and made a part hereof; and,

Spokane, WA

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;

Spokane Bond)

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 ~~Five Hundred Eighty Five Thousand Seven Hundred Fifty Dollars and no cents~~ ^{***One Million Four Hundred Eighty Five Thousand Seven Hundred} Dollars (\$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.

Spokane

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to 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.

Spokane Bond)

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

MATERIAL AND LABOR BOND

Page 40 of 87

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: _____

Title

Page 40 of 87

_____ Title

_____ Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: Judith A. Rapp

Its Attorney-in-Fact
Judith A. Rapp

Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

Page 40 of 87

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

RECEIVED

MAR 19 2007

Travelers Bond - Spokane, WA

Tract/Parcel Map No. 31391-3
Bond No. 104884790

Travelers Casualty and Surety Surety Company of America	Principal <u>A. Murphy Ranch LLC</u>
Address <u>707 W. Main, Suite 300</u>	Address <u>11870 Pierce Street, Suite 100</u>
City/State <u>Spokane, WA</u>	City/State <u>Riverside, CA</u>
Zip <u>99201</u>	Zip <u>92505</u>
Phone <u>509-535-9178</u>	Phone <u>951-710-1913</u>

KNOW ALL MEN BY THESE PRESENTS:

That, A. Murphy Ranch LLC
subdivider, as principal, and Travelers Casualty and Surety Company of America
a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside
the sum of ***Sixty Thousand Nine Hundred and no Dollars (\$ 60,900.00
cents***).

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 31391-3, 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
waive notice of any such change, extension of time, alteration or addition. Surety further
stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of
construction are not conditions precedent to surety's obligations hereunder and are hereby
waived by surety.

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on March 19 2007

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

AUTHORIZED SIGNATURE: *Judith A. Rapp*

Its Attorney-in-Fact
Judith A. Rapp

Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

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
Water System \$ 613,000.00
Sewer System \$ 407,000.00

Tract No. Tracts 31390 and 31390-1
Parcel Map No. _____
Bond No. 104908979
Premium \$49,387.00

Travelers Casualty and Surety

Surety Company of America
Address 707 W. Main, Ste. 300
City/State Spokane, WA
Zip 99201
Phone 509-835-7550/509-535-9178

Principal A. Murphy Ranch, LLC
Address 11870 Pierce Street, Suite 100
City/State Riverside, CA
Zip 92505
Phone 951-710-1913

47

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) 31390-2, 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 surety, are held and firmly bound unto the County of Riverside in the penal sum of ~~Four Million Seven Hundred Three Thousand~~ Five Hundred & No/100 Dollars (\$ 4,703,500.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

47

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 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.

RECEIVED

MAY 03 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 WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on May 2, 2007

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

AUTHORIZED SIGNATURE: Jo Ann Mikkelson
Its Attorney-in-Fact Jo Ann Mikkelson Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

RECEIVED

MAY 03 2007

Travelers Bond - Spokane, WA

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

FOR: Streets and Drainage	\$2,293,000.00	31390-2 (and portions of
Water System	\$ 306,500.00	Tract No. Tracts 31390 and 31390-1)
Sewer System	\$ 209,500.00	Parcel Map No. _____
Travelers Casualty and Surety		Bond No. 104908979
Surety Company of America	Principal A. Murphy Ranch, LLC	Premium (Incl. in Performance Bond Premium)
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/Parcel) 31390-2, which agreement(s) is/are hereby 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, 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 ***Two Million Eight Hundred Three Thousand & No/100*** Dollars (\$2,803,000.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the 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 entitled 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
 MAY 03 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 May 2, 2007.

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

AUTHORIZED SIGNATURE: Jo Ann Mikkelsen

Is Attorney-in-Fact

Title

Jo Ann Mikkelsen Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

Sep. 4. 2008 10:4/AM

No. 1954 P. 51

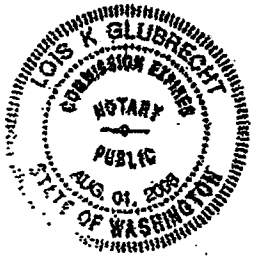
State of Washington

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 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 seal,



[Signature]
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) Tracts 31390-2 (and portions

Tract/Parcel Map No. of Tracts 31390 and 31390-1)
Bond No. 104908980

<u>Travelers Casualty and Surety</u>	<u>Principal A. Murphy Ranch, LLC</u>
<u>Surety Company of America</u>	<u>Address 11870 Pierce Street, Suite 100</u>
<u>Address 707 W. Main, Ste. 300</u>	<u>City/State Riverside, CA</u>
<u>City/State Spokane, WA</u>	<u>Zip 92505</u>
<u>Zip 99201</u>	<u>Phone 951-710-1913</u>
<u>Phone 509-835-7550/509-535-9178</u>	

KNOW ALL MEN BY THESE PRESENTS:

That, A. Murphy Ranch, LLC
subdivider, as principal, and Travelers Casualty and Surety Company of America
a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside
the sum of ***Eighty One Thousand One Hundred Dollars (\$ 81,100.00...)
and No/100***

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 31390-2 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.

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7-1)

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
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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RECEIVED
MAY 03 2007
Travelers Bond - Spokane, WA

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1-1)

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety
above named, on May 2, 2007

NAME OF PRINCIPAL: A. Murphy Ranch, LLC

AUTHORIZED SIGNATURE(S) By: _____

Title

0000
1-1)

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: *Jo Ann Mikkelsen*
Is Attorney-in-Fact Jo Ann Mikkelsen Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

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1-1)

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. _____
Sewer System \$ 249,000.00 Bond No. 106908981
Travelers Casualty and Surety Premium \$35,438.00
Surety Company of America Principal A. Murphy Ranch, LLC
Address 707 N. 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 951-730-1913

55

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, 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 Travelers Casualty and Surety Company of America, as surety, are held and firmly bound unto the County of Riverside in the penal sum of Three Million Three Hundred Seventy Five Thousand and No/100 Dollars (\$3,375,000.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

55

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 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.

Three

RECEIVED
MAY 03 2007
Travelers Bond - Spokane, WA

FAITHFUL PERFORMANCE BOND

Three

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 May 2, 2007.

NAME OF PRINCIPAL: A. Murphy Ranch, LLC

Three

AUTHORIZED SIGNATURE(S) By: _____

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: [Signature]

Its Attorney-in-Fact, Ann Mikkelsen Title Attorney-in-Fact

(IF CORPORATION, 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. _____
Sewer System \$ 124,500.00 Bond No. 104908981
Travelers Casualty and Surety Premium Incl. in Perf. Bond Prem.
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/Parcel) 31390, which agreement(s) is/are hereby 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, 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 One Million Six Hundred Eighty Seven Thousand Five Hundred & 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 be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to 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

MAY 03 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 May 2, 2007.

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

AUTHORIZED SIGNATURE: Jo Ann Mikalsen

As Attorney-in-Fact

Title

Jo Ann Mikalsen Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

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

	Tract/Parcel Map No. <u>31390</u>
	Bond No. <u>104908982</u>
Travelers Casualty and Surety	Premium: <u>\$1,043.00</u>
Surety Company of America	Principal <u>A. Murphy Ranch, LLC</u>
Address <u>707 W. Main, Ste. 300</u>	Address <u>11870 Pierce Street, Suite 100</u>
City/State <u>Spokane, WA</u>	City/State <u>Riverside, CA</u>
Zip <u>99201</u>	Zip <u>92505</u>
Phone <u>509-835-7550/509-535-9178</u>	Phone <u>951-710-1913</u>

KNOW ALL MEN BY THESE PRESENTS:

That, A. Murphy Ranch, LLC
subdivider, as principal, and Travelers Casualty and Surety Company of America
a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside
the sum of Ninety Nine Thousand Three Hundred Dollars (\$99,300.00).

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, 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
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 Bond - Spokane, WA

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety
above named, on May 2, 2007.

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

AUTHORIZED SIGNATURE: _____

Jo Ann Mikkelsen
(As Attorney-in-Fact Jo Ann Mikkelsen) Title Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

State of Washington

County of Spokane

67

On May 2, 2007 before me, Lois K. Glubrecht
_____ personally appeared _____

Jo Ann Mickelsen 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.

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WITNESS my hand and official seal,

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



RECEIVED
MAY 03 2007
Travelers Bond - Spokane, WA

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

FOR: Streets and Drainage \$1,304,000.00
Water System \$ 449,000.00
Sewer System \$ 121,500.00
Travelers Casualty and Surety
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/Parcel) 31390-1, 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 Travelers Casualty and Surety
Company of America, as
surety, are held and firmly bound unto the County of Riverside in the penal sum of One Million Eight
Hundred Seventy Four Thousand Five Hundred Dollars (\$1,874,500.00) lawful money of
the United States, for the payment of which sum will and truly be made, we bind ourselves, our
heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and well
and truly keep and perform the covenants, conditions and provisions in the said agreement 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.

RECEIVED

MAY 03 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 WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on May 2, 2007.

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

AUTHORIZED SIGNATURE: Jo Ann Mikkelsen
Its Attorney-in-Fact Jo Ann Mikkelsen Title Attorney-in-Fact

(IF CORPORATION, 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	\$ 652,000.00	Tract No.	31390-1
Water System	\$ 224,500.00	Parcel Map No.	
Sewer System	\$ 60,750.00	Bond No.	106934014
Travelers Casualty and Surety		Premium Incl. in Perf. Bond Premium	
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

65

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) 31390-1, which agreement(s) is/are hereby 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;

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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 Nine Hundred Thirty Seven Thousand Two Hundred Fifty & No/100 Dollars (\$ 937,250.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth; and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable 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 entitled 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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RECEIVED

MAY 03 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 May 2, 2007.

NAME OF PRINCIPAL: A. Murby Ranch, LLC

AUTHORIZED SIGNATURE(S) By: _____

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: Jo Ann Mikkelsen

Its Attorney-in-Fact

Title

Jo Ann Mikkelsen Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

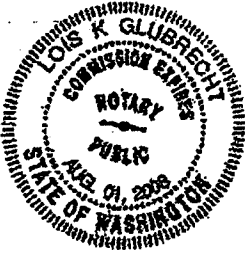
ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

State of Washington
County of Spokane

On May 2, 2007 before me, Lois K. Glubrecht
_____ personally appeared _____

Jo Ann Mikkelsen 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 seal,



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

RECEIVED
MAY 03 2007
Travelers Bond - Spokane, WA

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

	Tract/Parcel Map No. <u>31390-1</u>
	Bond No. <u>104934015</u>
Travelers Casualty and Surety	Premium: <u>\$311.00</u>
Surety Company of America	Principal <u>A. Murphy Ranch, LLC</u>
Address <u>707 W. Main, Ste. 300</u>	Address <u>11870 Pierce Street, Suite 100</u>
City/State <u>Spokane, WA</u>	City/State <u>Riverside, CA</u>
Zip <u>99201</u>	Zip <u>92505</u>
Phone <u>509-835-7550/509-535-9178</u>	Phone <u>951-710-1913</u>

KNOW ALL MEN BY THESE PRESENTS:

That, A. Murphy Ranch, LLC subdivider, as principal, and Travelers Casualty and Surety Company of America a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside the sum of Twenty Nine Thousand Six Hundred ^{and No/100} Dollars (\$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 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 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 Bond - Spokane, WA

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on May 2, 2007.

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

AUTHORIZED SIGNATURE: *Jo Ann Mikkelsen*
In Attorney-in-Fact Jo Ann Mikkelsen Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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

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

FOR: Streets and Drainage	\$ <u>1,352,500.00</u>	31390, 31390-1, and 31390-2
Water System	\$ <u>84,000.00</u>	Tract No. (offsite Improvements)
Sewer System	\$ <u>82,000.00</u>	Parcel Map No. _____
Travelers Casualty and Surety		Bond No. <u>104934016</u>
Surety Company of America	Principal <u>A. Murphy Ranch, LLC</u>	Premium <u>\$15,944.00</u>
Address <u>707 W. Main, Ste. 300</u>	Address <u>11870 Pierce Street, Suite 100</u>	
City/State <u>Spokane, WA</u>	City/State <u>Riverside, CA</u>	
Zip <u>99201</u>	Zip <u>92505</u>	
Phone <u>509-835-7550/509-535-9178</u>	Phone <u>951-710-1913</u>	

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.-1.-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); 390-2

NOW, THEREFORE, we the principal and Travelers Casualty and Surety Company of America, as surety, are held and firmly bound unto the County of Riverside in the penal sum of One Million Five Hundred Eighteen Thousand Five Hundred ~~Five~~ Dollars (\$1,518,500.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement 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. 390-2

RECEIVED

MAY 03 2007

Travelers Bond - Spokane, WA

380-2

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 agreement(s).

380-2

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on May 2, 2007.

NAME OF PRINCIPAL: A. Murphy Ranch, LLC

AUTHORIZED SIGNATURE(S): By: _____
Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

380-2

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: *Jo Ann Mikkelsen*
its Attorney-in-Fact, Jo Ann Mikkelsen Title Attorney-in-Fact

(IF CORPORATION, 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 65499.1)

FOR: Streets and Drainage	\$ 676,250.00	Tract No. (Offsite Improvements)	31390, 31390-1, and 31390-2
Water System	\$ 42,000.00	Parcel Map No.	
Sewer System	\$ 41,000.00	Bond No.	104934016
Travelers Casualty and Surety		Premium Incl. in Perf. Bond Prem.	
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

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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, -1, -2, which agreement(s) is/are hereby 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, 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 Seven Hundred Fifty Nine Thousand Two Hundred 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 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 entitled 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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RECEIVED

MAY 03 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 May 2, 2007.

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

AUTHORIZED SIGNATURE: Jo Ann Mikkelsen
Its Attorney-in-Fact Title
Jo Ann Mikkelsen Attorney-in-Fact

(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.
- l. Provision of all painting, striping and signage as required by County pursuant to the Plans.

IRVINE 155838.1 102471.039