

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  
WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
255 E. RINCON STREET, SUITE 100  
CORONA, CA 92879

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

By Timothy R. Jones  
Timothy R. Jones  
Title Vice President Land Development

By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By Marion Ashley

MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,  
Clerk to the Board

By Schlemmer  
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By Nancy Romero

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

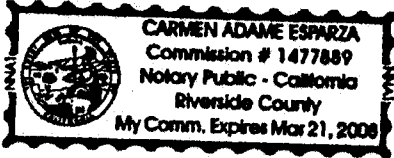
State of California

County of Riverside

On 1-21-05 before me, Carmen Adame Esparza, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Timothy R. Jones  
Name(s) of Signer(s)

personally known to me -- OR --  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me 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.

Carmen Adame Esparza  
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: \_\_\_\_\_

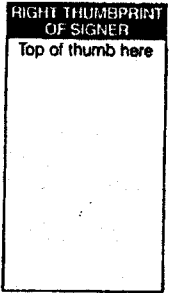
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

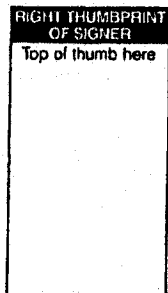
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

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 WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, 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 Tract 31220, 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 Jurupa Community Services 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 Sixty-three thousand and no/100 Dollars (\$63,000.00).

**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 judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement 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.

**FIFTH:** The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

**SIXTH:** Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

**EIGHTH:** Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 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. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

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

Contractor  
WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
255 E. RINCON STREET, SUITE 100  
CORONA, CA 92879

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

By Timothy R. Jones  
Title Vice President Land Development  
By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE  
By Marion Ashley  
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
NANCY ROMERO,  
Clerk to the Board  
By Schlemmer  
Deputy

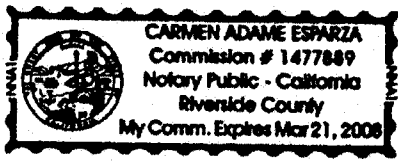
APPROVED AS TO FORM  
WILLIAM C. KATZENSTEIN, County Counsel  
By Yonica R. Romero

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
 County of Riverside  
 On 1-21-05 before me, Carmen Adame Esparza, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Timothy R. Jones  
Name(s) of Signer(s)

personally known to me – OR –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me 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.  
Carmen Adame Esparza  
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.*

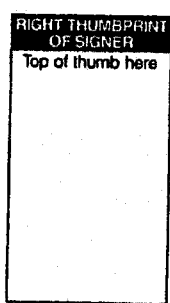
### Description of Attached Document

Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

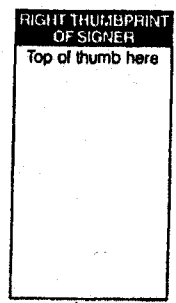
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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 WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, 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 Tract 31220, 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 Jurupa Community Services 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 Seventy-nine thousand and no/100 Dollars (\$79,000.00).

**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 judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement 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.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 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. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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.

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<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY 255 E. RINCON STREET, SUITE 100 CORONA, CA 92879

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

By Timothy R. Jones  
Timothy R. Jones  
Title Vice President Land Development

By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By Marion Ashley

MARION ASHLEY      CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,  
Clerk to the Board

By Schlemmer  
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By Gloria R. Romo

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

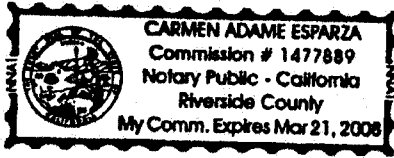
State of California

County of Riverside

On 1-21-05 before me, Carmen Adame Esparza, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gregory R. Jones  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me 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,  
Carmen Adame Esparza  
Signature of Notary Public

**OPTIONAL**

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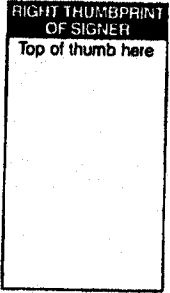
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

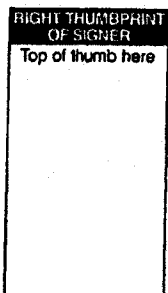
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

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 ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES, 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 Tract 31220 (offsite - for a portion of Tract 30575-1), 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 hundred seventy-eight thousand and no/100 Dollars (\$178,000.00).

**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 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 judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement 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.

**FIFTH:** The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

**SIXTH:** Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

**EIGHTH:** Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 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. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

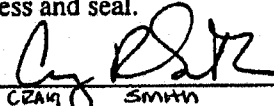
County

Contractor

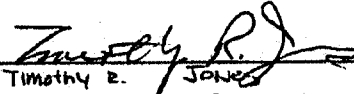
Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
DBA JOHN LAING HOMES  
255 E. RINCON STREET, SUITE 100  
CORONA, CA 92879

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

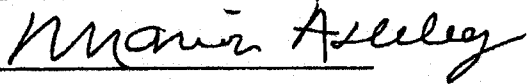
By   
Craig Smith

Title PROJECT MANAGER

By   
Timothy E. Jones

Title V.P. Land Development


COUNTY OF RIVERSIDE

By 

MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,  
Clerk to the Board

By   
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By 

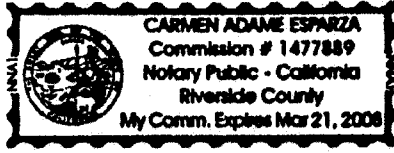
SIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY  
AND EXECUTED IN TRIPLICATE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Riverside } ss.

On 3-28-05 before me Carmen Adame Esparza, Notary Public  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
personally appeared Craig Smith and Timothy R. Jones  
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.  
Carmen Adame Esparza  
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.

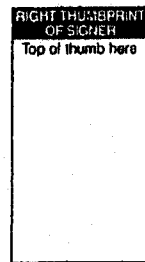
**Description of Attached Document**

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 WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES, 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 Tract 31220 (offsite - for a portion of Tract 30575-1), 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 Jurupa Community Services 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 Seventeen thousand and no/100 Dollars (\$17,000.00).

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 judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement 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.

**FIFTH:** The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

**SIXTH:** Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

**EIGHTH:** Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 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. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

County

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

Contractor

WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
DBA JOHN LAING HOMES  
255 E. RINCON STREET, SUITE 100  
CORONA, CA 92879

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

By C. Smith  
CRAIG SMITH

Title PROJECT MANAGER

By Timothy R. Jones  
TIMOTHY R. JONES

Title V.P. Carol Development

COUNTY OF RIVERSIDE

By Marion Ashley

MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,  
Clerk to the Board

By J. Lehmann  
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By Monica R. Romero

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.

On 3-28-05 before me, Carmen Adame Esparza, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Craig Smith and Timothy R. Jones  
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.

Carmen Adame Esparza  
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: \_\_\_\_\_

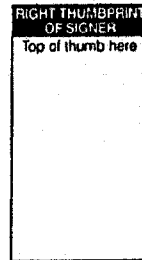
Signer(s) Other Than Named Above: \_\_\_\_\_

**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 WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES, 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 Tract 31220 (offsite - for a portion of Tract 30575-1), 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 Jurupa Community Services 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 Thirty-three thousand five hundred and no/100 Dollars (\$33,500.00).

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 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 judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement 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.

**FIFTH:** The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

**SIXTH:** Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

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**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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.

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County

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

Contractor

WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
DBA JOHN LAING HOMES  
255 E. RINCON STREET, SUITE 100  
CORONA, CA 92879

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

By C. R. Smith  
C. R. Smith

Title PROJECT MANAGER

By Timothy P. Jones  
Timothy P. Jones

Title V.P. Carol Development

COUNTY OF RIVERSIDE

By Marion Ashley

MARION ASHLEY

Chairman, Board of Supervisors

ATTEST:

NANCY ROMERO,  
Clerk to the Board

By Schlemmer  
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By Clorica R. Romero

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Riverside } ss.

On 3-28-05 before me Carmen Adame Esparza, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Craig Smith and Timothy R Jones  
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.  
Carmen Adame Esparza  
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: \_\_\_\_\_

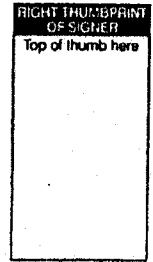


EXHIBIT B'

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

FOR: Streets and Drainage	\$ 265,000	Tract No.	31220
Water System	\$ 63,000	Parcel Map No.	
Sewer System	\$ 79,000	Bond No.	SU5012279
		Premium	\$3,053.00

Surety	<u>ARCH INSURANCE COMPANY</u>	Principal	<u>WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY</u>
Address	<u>135 N. LOS ROBLES AVENUE #825</u>	Address	<u>255 E. RINCON STREET, SUITE 100</u>
City/State	<u>PASADENA, CA</u>	City/State	<u>CORONA, CA</u>
Zip	<u>91101</u>	Zip	<u>92879</u>
Phone	<u>626-639-5200</u>	Phone	<u>951-272-5100</u>

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

(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) 31220, 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 ARCH INSURANCE COMPANY, as surety, are held and firmly bound unto the County of Riverside in the penal sum of FOUR HUNDRED SEVEN THOUSAND & NO/100--- Dollars (\$ 407,000.00---) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

**FAITHFUL PERFORMANCE BOND**

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on JANUARY 20, 2005.

NAME OF PRINCIPAL: WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

AUTHORIZED SIGNATURE(S): By: \_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: \_\_\_\_\_  
D.J. PICARD, Its Attorney-in-Fact Title

(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 \$ 132,500 Tract No. 31220  
Water System \$ 31,500 Parcel Map No. \_\_\_\_\_  
Sewer System \$ 39,500 Bond No. SU5012279  
Premium INCLUDED IN THE PERFORMANCE BOND

Surety ARCH INSURANCE COMPANY Principal WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY  
Address 135 N. LOS ROBLES AVENUE #825 Address 255 E. RINCON STREET, SUITE 100  
City/State PASADENA, CA City/State CORONA, CA  
Zip 91101 Zip 92879  
Phone 626-639-5200 Phone 951-272-5100

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

(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) 31220, 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 HUNDRED THREE THOUSAND FIVE HUNDRED & NO/100--- Dollars (\$ 203,500.00---) 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 judgement therein rendered.

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

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

**MATERIAL AND LABOR BOND**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of 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 JANUARY 20, 2005.

NAME OF PRINCIPAL: WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

AUTHORIZED SIGNATURE(S) By: \_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: \_\_\_\_\_  
D.J. PICARD, Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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



135 N. Los Robles Avenue #825, Pasadena, CA 91101

Arch Surety

**SECURITY RIDER/CONSENT**

Please be advised that the following securities remain in effect to the County of Riverside for Tract 31220 (Onsite improvements). The surety consents to the extension of time.

BOND NUMBER	AMOUNT	DESCRIPTION
SU5012280	\$19,000	Monumentation Bond
SU5012279	\$60,000	Performance Bond/Streets & Drainage
SU5012279	\$132,500	Material & Labor Bond/Streets & Drainage
SU5012279	\$6,300	Performance Bond/Water System
SU5012279	\$31,500	Material & Labor Bond/Water System
SU5012279	\$7,900	Performance Bond/Sewer System
SU5012279	\$39,500	Material & Labor Bond/Sewer System

The securities remain in force until such time as they are released by the County of Riverside.

Surety:

Arch Insurance Company  
135 N. Los Robles Ave., #825  
Pasadena, CA 91101

By: \_\_\_\_\_

D. J. PICARD  
Attorney-in-fact

Date: DECEMBER 20, 2007

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

Tract/Parcel Map No. 31220  
Bond No. SUS012280 PREMIUM: 143.00

Surety ARCH INSURANCE COMPANY  
Address 135 N. LOS ROBLES AVENUE #825  
City/State PASADENA, CA  
Zip 91101  
Phone 626-639-5200

Principal WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
Address 255 E. RINCON STREET, SUITE 100  
City/State CORONA, CA  
Zip 92879  
Phone 951-272-5100

**KNOW ALL MEN BY THESE PRESENTS:**

That, WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY  
subdivider, as principal, and ARCH INSURANCE COMPANY  
a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside  
the sum of NINETEEN THOUSAND & NO/100--- Dollars (\$ 19,000.00---).

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 31220, 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 judgement 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 JANUARY 20, 2005.

NAME OF PRINCIPAL: WL HONES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

AUTHORIZED SIGNATURE(S): By: \_\_\_\_\_

Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: \_\_\_\_\_

D.J. PICARD, Its Attorney-in-Fact

Title

(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	\$ 178,000	TRACT 31220 (OFFSITE - FOR A PORTION OF
Water System	\$ 17,000	Tract No. 30575-1)
Sewer System	\$ 33,500	Parcel Map No. _____
		Bond No. SU5013371
		Premium \$1,828.00
Surety	ARCH INSURANCE COMPANY	Principal
Address	135 N. LOS ROBLES AVENUE #825	WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY
City/State	PASADENA, CA	Address
Zip	91101	255 E. RINCON STREET, SUITE 100
Phone	626-639-5200	City/State
		CORONA, CA
		Zip
		92879
		Phone
		951-272-5100

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES (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) 31220 (OFFSITE - FOR A PORTION OF TRACT NO. 30575-1), 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 ARCH INSURANCE COMPANY, as surety, are held and firmly bound unto the County of Riverside in the penal sum of TWO HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED & NO/100--- Dollars (\$228,500.00---) 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 judgement rendered.

**FAITHFUL PERFORMANCE BOND**

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on MARCH 21, 2005

NAME OF PRINCIPAL: WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY

DBA JOHN LAING HOMES

AUTHORIZED SIGNATURE(S): By: \_\_\_\_\_

Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: \_\_\_\_\_

D.J. PICARD, Its Attorney-in-Fact Title

(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 \$ 89,000  
Water System \$ 8,500  
Sewer System \$ 16,750

TRACT 31220 (OFFSITE - FOR A PORTION OF  
Tract No. 30575-1)

Parcel Map No. \_\_\_\_\_

Bond No. SU5013371

Premium INCLUDED IN THE PERFORMANCE BOND

Surety ARCH INSURANCE COMPANY  
Address 135 N. LOS ROBLES AVENUE #825  
City/State PASADENA, CA  
Zip 91101  
Phone 626-639-5200

Principal WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY  
Address 255 E. RINCON STREET, SUITE 100  
City/State CORONA, CA  
Zip 92879  
Phone 951-272-5100

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES

(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) 31220 (OFFSITE - FOR A PORTION OF TRACT NO. 30575-1), 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;

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 HUNDRED FOURTEEN THOUSAND TWO HUNDRED FIFTY & NO/100--- Dollars (\$ 114,250.00---) 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 judgement therein rendered.

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

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

**MATERIAL AND LABOR BOND**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of 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 21, 2005.

NAME OF PRINCIPAL: WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY

DBA JOHN LAING HOMES

AUTHORIZED SIGNATURE(S): By: \_\_\_\_\_

Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: \_\_\_\_\_

D.J. PICARD, Its Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

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



135 N. Los Robles Avenue #825, Pasadena, CA 91101

Arch Surety

**SECURITY RIDER/CONSENT**

Please be advised that the following securities remain in effect to the County of Riverside for Tract 31220 (Onsite improvements). The surety consents to the extension of time.

BOND NUMBER	AMOUNT	DESCRIPTION
SU5012280	\$19,000	Monumentation Bond
SU5012279	\$60,000	Performance Bond/Streets & Drainage
SU5012279	\$132,500	Material & Labor Bond/Streets & Drainage
SU5012279	\$6,300	Performance Bond/Water System
SU5012279	\$31,500	Material & Labor Bond/Water System
SU5012279	\$7,900	Performance Bond/Sewer System
SU5012279	\$39,500	Material & Labor Bond/Sewer System

The securities remain in force until such time as they are released by the County of Riverside.

Surety:

Arch Insurance Company  
135 N. Los Robles Ave., #825  
Pasadena, CA 91101

By: \_\_\_\_\_

D.J. PICARD  
Attorney-in-fact

Date: DECEMBER 20, 2007

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

6083



FROM: TLMA - Transportation Department

SUBMITTAL DATE:  
March 31, 2008

SUBJECT: Tract 31220 (and Offsite Improvements for a portion of Tract 30575-1)  
A Schedule "A" Subdivision in the Eastvale Area  
Extension of Time Agreements/Reduction of Securities

RECOMMENDED MOTION: That the Board approve the attached agreements (which grant an extension of time for twelve months to complete improvements).

BACKGROUND: On December 13, 2005, the Board entered into agreements with WL Homes LLC, a Delaware LLC for the improvement of streets and the installation of a water and sewer system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Arch Insurance Company as follows:

- \$265,000 - Bond #SU5012279 for the completion of street improvements (onsite)
- \$63,000 - Bond #SU5012279 for the completion of the water system (onsite)
- \$79,000 - Bond #SU5012279 for the completion of the sewer system (onsite)
- \$19,000 - Bond #SU5012280 for the completion of monumentation (onsite)
- \$178,000 - Bond #SU5013371 for the completion of street improvements (offsite)
- \$17,000 - Bond #SU5013371 for the completion of the water system (offsite)
- \$33,500 - Bond #SU5013371 for the completion of the sewer system (offsite) (Continued)

Department of Transportation

George A. Johnson  
Director of Transportation

HS:lf

Submittals: Vicinity Map

- Road/Drainage Agrmts (Onsite)
- Water System Agrmts (Onsite)
- Sewer System Agrmts (Onsite)
- Survey Monument Agrmts (Onsite)
- Road/Drainage Agrmts (Offsite)
- Water System Agrmts (Offsite)
- Sewer System Agrmts (Offsite)

DATE: 3/28/08  
Tina Grande

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Wilson and Ashley  
Nays: None  
Absent: None  
Date: April 8, 2008  
xc: Transp., COB

Nancy Romero  
Clerk of the Board  
By:   
Deputy

Policy  
 Policy  
 Consent  
 Consent  
 Dep't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref. 12/13/05 - 2.15

District: 2

Agenda Number:

The Honorable Board of Supervisors  
RE: Tract 31220 (and Offsite Improvements for a portion of Tract 30575-1)  
March 31, 2008  
Page 2 of 2

The improvements for this project have been partially completed. The bond amounts have been recalculated to reflect current construction costs and are now posted by Arch Insurance Company as follows:

- \$60,000 - Bond #SU5012279 for the completion of street improvements (onsite)
- \$6,300 - Bond #SU5012279 for the completion of the water system (onsite)
- \$7,900 - Bond #SU5012279 for the completion of the sewer system (onsite)
- \$19,000 - Bond #SU5012280 for the completion of monumentation (onsite)
- \$35,000 - Bond #SU5013371 for the completion of street improvements (offsite)
- \$1,700 - Bond #SU5013371 for the completion of the water system (offsite)
- \$3,350 - Bond #SU5013371 for the completion of the sewer system (offsite)

The developer requests an extension of time for the completion of Tract 31220 (and Offsite Improvements for a portion of Tract 30575-1). The agreements and reduced securities for the extension of time have been approved by County Counsel.

**TRACT 31220 (Onsite Improvements)**  
**IP030184**

**EXTENSION OF TIME FEE \$219.30**

Date Paid \_\_\_\_\_  
 Check # \_\_\_\_\_  
 Receipt # \_\_\_\_\_

**WATER DISTRICT JCSD**

**SEWER DISTRICT JCSD**

**SECURITIES**

	STREETS	WATER	SEWER	MONU MENTS	MATERIAL AND LABOR
Original Amounts	\$265,000	\$63,000	\$79,000	\$19,000	\$203,500
Reduced 12/21/06	\$60,000	\$6,300	\$7,900	\$19,000	\$203,500
Agreements to:	WL Homes LLC, a Delaware LLC; 19520 Jamboree Road, Suite 400; Irvine, CA 92612; (951) 272-5100 - August 2, 2010				
Bonding Company:	Arch Insurance Co; 135 N. Los Robles Ave., #825; Pasadena, CA, 91101; (626) 535-0150				
Bond Number	SU5012279	SU5012279	SU5012279	SU5012280	SU5012279
Agreements to C.C.		-----	-----	-----	-----
Approved by Director:		Prev. Agenda Ref.:		04/08/08 - 2.16	
Expiration Date		-----	-----	-----	-----
NOC		-----	-----	-----	-----
90% Release Date		-----	-----	-----	-----
10% Retention Amt		-----	-----	-----	-----
Mat/Lab Released		-----	-----	-----	-----
Monuments Compltd		-----	Released:		-----
10% Released		-----	-----	-----	-----
Expired Letter	7/22/10	28-11			

*Enforcement Sent to C.C.  
 3.15.11*

**TRACT 31220 (Offsite Improvements)**  
**IP030184**

**EXTENSION OF TIME FEE \$219.30**

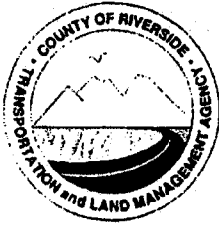
Date Paid \_\_\_\_\_  
 Check # \_\_\_\_\_  
 Receipt # \_\_\_\_\_

**WATER DISTRICT JCSD**

**SEWER DISTRICT JCSD**

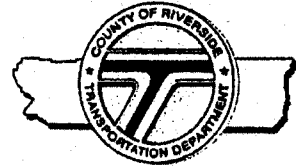
**SECURITIES**

	STREETS	WATER	SEWER	MONU MENTS	MATERIAL AND LABOR
Original Amounts	\$178,000	\$1,700	\$3,350	\$0	\$14,250
Amounts (Total)	\$35,000	\$1,700	\$3,350	\$0	\$20,025
Agreements to:	WL Homes LLC, a Delaware LLC; 19520 Jamboree Road, Suite 400; Corona, CA 92612; (951) 272-5100 - August 2, 2010				
Bonding Company:	Arch Insurance Co; 135 N. Los Robles Ave., #825; Pasadena, CA, 91101; (626) 535-0150				
Bond Number	SU5013371	SU5013371	SU5013371	N/A	SU5013371
Agreements to C.C.		-----	-----	-----	-----
Approved by Director:		Prev. Agenda Ref.:		04/08/08 - 2.16	
Expiration Date		-----	-----	-----	-----
NOC		-----	-----	-----	-----
90% Release Date		-----	-----	-----	-----
10% Retention Amt		-----	-----	-----	-----
Mat/Lab Released		-----	-----	-----	-----
10% Released		-----	-----	-----	-----
Expired Letter	8/2/2010	2.8.11			



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**

**Transportation Department**



*George A. Johnson, P.E.*  
*Director of Transportation*

December 21, 2006

Clerk of the Board of Supervisors  
County of Riverside  
County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

RE: Tract 31220 (Onsite Improvements) - Partial Release of Security

Dear Sir:

On December 13, 2005, the Board entered into agreements with WL Homes LLC, a Delaware LLC for the improvement of streets and the installation of a water and sewer system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Arch Insurance Company as follows:

\$265,000 - Bond #SU5012279 for the completion of street improvements  
\$63,000 - Bond #SU5012279 for the completion of the water system  
\$79,000 - Bond #SU5012279 for the completion of the sewer system

The required improvements have been partially completed in accordance with the approved plans. The following portions of the faithful performance securities are hereby released at this time:

\$205,000 for the completion of street improvements  
\$56,700 for the completion of the water system  
\$71,100 for the completion of the sewer system

The following portions of the faithful performance securities are hereby retained at this time:

\$60,000 for the completion of street improvements  
\$6,300 for the completion of the water system  
\$7,900 for the completion of the sewer system

Sincerely,

Hugh Smith  
Engineering Division Manager

HS:IA

EXHIBIT 'C'

2005-1034171  
CRS/Gina

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

SHEET 3 OF 5 SHEETS

# TRACT MAP NO. 31220

BEING A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 6840 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 28, 2006 AS INSTRUMENT NO. 2006-07873 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY,

LYING WITHIN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN

WILLIAM E. EADSON, L.S. 6154

### ENVIRONMENTAL CONSTRAINTS NOTE

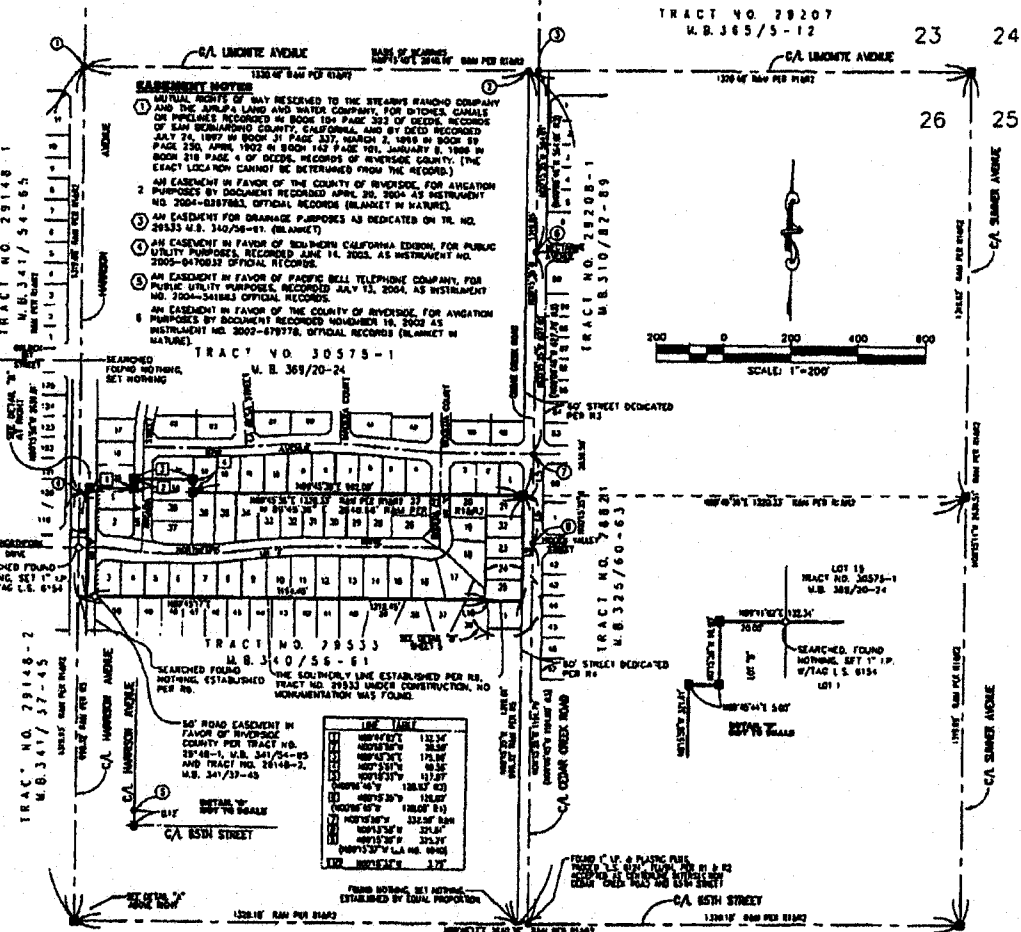
ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION, IN C.C.C. BOOK 22 PAGE 28. THIS AFFECTS ALL LOTS.

### REFERENCES

- 1 - TRACT NO. 28275-1, U.S. 389/20-24
- 2 - TRACT NO. 30575-1, U.S. 389/20-24
- 3 - TRACT NO. 28275-1, U.S. 389/20-24
- 4 - TRACT NO. 28275-1, U.S. 389/20-24
- 5 - TRACT NO. 28275-1, U.S. 389/20-24
- 6 - TRACT NO. 28275-1, U.S. 389/20-24
- 7 - TRACT NO. 28275-1, U.S. 389/20-24
- 8 - TRACT NO. 28275-1, U.S. 389/20-24
- 9 - TRACT NO. 28275-1, U.S. 389/20-24
- 10 - TRACT NO. 28275-1, U.S. 389/20-24

### BASE OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF LAWNITE AVENUE, BEING N 89°45'40" E, AS SHOWN ON TRACT NO. 30275-1 RECORDED IN BOOK 269, PAGES 20-26 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, RIVERSIDE COUNTY, CALIFORNIA.

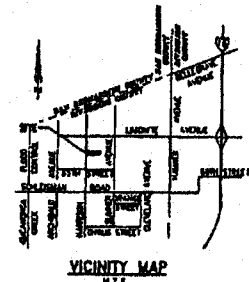


### MONUMENT DESCRIPTIONS

- FOUND CAPPED WOOD 8" FROM SURFACE WITH 3/4" I.P. TAGGED "L.S. 4054", DN. 24", IN ASPHALT PATCH PER R1 AND R2. ACCEPTED AS NORTH 1/4 COR. OF SEC. 26, T. 3 S., R. 7 W., S.B.M.
- FOUND BR SPK WITH FLUSH MARK PER TRACT NO. 28275-1, U.S. 389/20-24. REPLACED WITH 1" I.P. AND TAG L.S. 8154, FLUSH.
- FOUND 1" I.P. TAGGED L.S. 8858 FLUSH PER R1 & R2 ACCEPTED AS CENTERLINE INTERSECTION LAWNITE AVENUE & CEDAR CREEK ROAD.
- FOUND 1-1/4" I.P. TAGGED "L.S. 4054", DN. 0.3", PER R1 & R2.
- FOUND FLUSHED BALDORN SPK, NORTH 0.12' PER R1 & R2. SEE DETAIL "A" ABOVE.
- FOUND 1" I.P. AND TAG L.S. 5855 FLUSH, PER R3 ACCEPTED AS CENTERLINE INTERSECTION MCGRAW AVENUE & CEDAR CREEK ROAD.
- FOUND 1" I.P. AND TAG L.S. 5848 FLUSH, PER R3 ACCEPTED AS CENTERLINE INTERSECTION 20th AVENUE & CEDAR CREEK ROAD.
- FOUND 1" I.P. AND TAG L.S. 5828 FLUSH, PER R4 ACCEPTED AS CENTERLINE INTERSECTION 10th AVENUE & CEDAR CREEK ROAD.

### SURVEYOR'S NOTES

- INDICATES FOUND MONUMENT AS REFERENCED HEREON.
- INDICATES SET 1" I.P. BRON PIPE, TAGGED L.S. 8154, FLUSH.
- INDICATES FOUND 1" BRON PIPE, TAGGED L.S. 8154, PER TRACT 28275-1, U.S. 389/20-24.
- SET 1" I.P. TAGGED L.S. 8154, FLUSH, AT ALL INTERIOR LOT CORNERS AND STREET INTERSECTIONS, UNLESS OTHERWISE NOTED.
- DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS & OBSTRUCTIONS.
- INDICATES RESTRICTED ACCESS DEDICATED HEREON.
- ALL MONUMENTS SHOWN SET ARE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP.
- THIS SUBDIVISION CONSISTS OF 30 NUMBERED LOTS AND 4 LETTERED LOTS.



2886-042486  
86/13/2886 86 688  
5 of 4





**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**

**Transportation Department**



*Juan C. Perez*  
*Director of Transportation*

**EXHIBIT 'D'**

Sage and Associates  
1301 Dove Street, Suite 820  
Newport Beach, CAL. 92660

March 19, 2012

RE: Tract 31220

**Final Punch List**

A field review of the above referenced Tract Map, located in the Eastvale area, has been reviewed. The following Items of work remain to be completed:

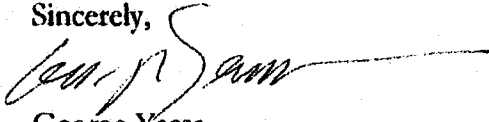
1. Sweep and clean all streets, curb and gutter with a sweeper truck prior to water test as directed.
2. Water test and correct all ponding areas in the curb and gutter, cross gutter and spandrel flow lines as directed.
3. Remove all fuel, oil spills, paint, and other materials spilled on the Portland cement concrete /or Asphalt Concrete paving as directed.
4. Remove miscellaneous debris and spoils piles from the County Right of Way.
5. Remove and replace broken or sub-standard Portland cement concrete sidewalk, curb and gutter, driveways, cross gutters, spandrels, and curb ramp detectable warning surface, as marked.
6. Patch all chips in Portland cement concrete as directed.
7. Furnish and install a silicone seal between the P.C.C. concrete curb and gutter and sidewalk (in order to prevent run off water from going between the curb and gutter and sidewalk).

8. Furnish and install a silicone seal between the P.C.C. concrete Driveway Approach and the Driveway, to replace the deterioration/missing expansion joint (in order to prevent runoff water from going between the Driveway Approach and Driveway).
9. Clean all catch basins, C.M.P.'s, R.C.P.'s and drains as directed.
10. Grind and patch the interior and exterior surfaces of the catch basin(s) to remove fins, protrusions, rock pockets, etc., as directed.
11. Furnish and install retaining screws in the inlet catch basin lids as directed.
12. Align, adjust, and tighten all street name signs as directed.
13. Adjust all water valves and sewer manholes to finish grade as directed.
14. Install thermoplastic stop bar and legend, double yellow stripe per Signing and Striping Plan. Re-paint all "STOP" bars and legends.
15. All access ramps (throughout the entire tract) need to comply with the latest County Standard NO. 403 dated 11/15/04 which indicates the use of Raised Truncated Dome Detectable Warning Surface see County Standard NO. 403 for details.
16. Monument Bonds: Developers surveyor submits the required documents and requests final approval of the Survey Department at 951-955-6700.
17. Fog seal all asphalt concrete surfacing with a mixture of asphaltic emulsion and water diluted so that the resulting mixture will contain 60% emulsion and 40% added water. The combined mixture to be spread at the rate of 0.09 of a gallon per square yard.
18. Weed kill grass and weeds growing in the joints of P.C.C. concrete curb, gutter and sidewalks and at other locations as directed; with Round Up diluted according to manufacturer's directions (Note: Re-application in 90 days may be necessary to permanently control perennial weeds).

Items of work mentioned above need to be completed within 90 days of the date on this Final Punch List, otherwise a revised Final Punch List may be issued reflecting any new or changed field conditions. Contractor is to comply with City of Eastvale's requirements.

Please notify the Construction Inspection Division at (951) 955-6885 at least two (2) working days in advance of starting remedial or remaining work so that inspection of work in progress can be scheduled.

Sincerely,

A handwritten signature in cursive script, appearing to read "George Yassa", with a long horizontal flourish extending to the right.

George Yassa  
Technical Unit Supervisor

Cc: inspector  
File

Jane Anderson, President  
Kenneth J. McLaughlin, Vice President  
Kathryn Bogart, Director  
Robert "Bob" Craig, Director  
Betty Anderson, Director



July 26, 2011

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

**RE: Final Tract Release - Tract 31220  
Lots 1-39**

Dear Mr. Smith:

This is to certify that the District has released the above referenced Tract. We have accepted the entire system as part of the sewer and water systems operated and maintained by this District.

Sincerely,

A handwritten signature in black ink that reads "Nicole Smith".

Nicole Smith  
Development Engineering Representative

2445 I.P.  
4212 Engineer/ns

**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 WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter called Contractor. DBA JOHN LAING HOMES

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31386, 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 Two million seven hundred fifty-four thousand seven hundred fifty-five and no/100 Dollars (\$2,754,755.00).

**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 judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement 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

WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
DBA JOHN LAING HOMES  
255 E. RINCON STREET, SUITE 100  
CORONA, CA 92879

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

By Timothy R. Jones  
Timothy R. Jones  
Title V.P. Land Development

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By Marion Ashley  
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,  
Clerk to the Board

By Schlemmer  
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By /s/

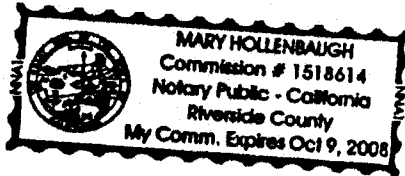
SIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY  
AND EXECUTED IN TRIPLICATE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of RIVERSIDE } ss.

On 2/8/2005 before me, MARY HOLLENBAUGH, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared TIMOTHY R. JONES  
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.

Mary Hollenbaugh  
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: AGREEMENT

Document Date: 2/7/05 Number of Pages: 2

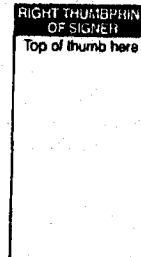
Signer(s) Other Than Named Above: \_\_\_\_\_

**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 WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter called Contractor. DBA JOHN LAING HOMES

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31386, 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 Jurupa Community Services 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 Four hundred nineteen thousand and no/100 Dollars (\$419,000.00).

**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 judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement 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.

**FIFTH:** The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

**SIXTH:** Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

**EIGHTH:** Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 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. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

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

Contractor  
WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
DBA JOHN LAING HOMES  
255 E. RINCON STREET, SUITE 100  
CORONA, CA 92879

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

By Timothy R. Jones  
Timothy R. Jones  
Title V.A. Land Development

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By Marion Ashley

MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,  
Clerk to the Board

By Schlemmer  
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By Monica R. Romero

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of RIVERSIDE } ss.

On 2/08/2005 before me, MARY HOLLENBAUGH, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared TIMOTHY R. JONES

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.

*Mary Hollenbaugh*  
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: Agreement

Document Date: 2/8/05

Number of Pages: 2

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: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
 Top of thumb here

**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 WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter called Contractor. DBA JOHN LAING HOMES

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31386, 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 Jurupa Community Services 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 Four hundred thirty-six thousand five hundred and no/100 Dollars (\$436,500.00).

**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 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 judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement 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.

**FIFTH:** The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

**SIXTH:** Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

**EIGHTH:** Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 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. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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	WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES 255 R. RINCON STREET, SUITE 100 CORONA, CA 92879

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

By Timothy R. Jones  
Timothy R. Jones  
Title V.P. Land Development

By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE  
By Marion Ashley  
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
  
NANCY ROMERO,  
Clerk to the Board  
By Schlemmer  
Deputy

APPROVED AS TO FORM  
  
WILLIAM C. KATZENSTEIN, County Counsel  
By Monica R. Roman

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

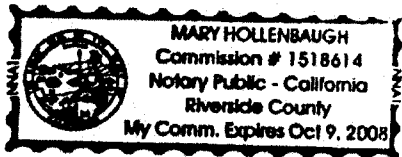
County of RIVERSIDE } ss.

On 2/08/2005 before me, MARY HOLLENBAUGH Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared TIMOTHY R. JONES  
(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.

Mary Hollenbaugh  
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: Agreement

Document Date: 2/8/05 Number of Pages: 2

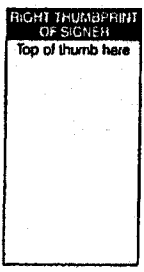
Signer(s) Other Than Named Above: \_\_\_\_\_

**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 PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter called Contractor. DBA JOHN LAING HOMES

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31386**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, his surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Fifty-seven thousand eight hundred and no/100 Dollars (\$57,800.00)**.

**SECOND:** Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, 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 judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgement 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, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow him to carry out this agreement.

**FIFTH:** Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

**SIXTH:** If contractor neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor in such agreement, but said termination shall not affect or terminate any of the rights of County as against Contractor or his Surety then existing or which thereafter accrue because of such default. The determination of the County Surveyor of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, his Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

**SEVENTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

**EIGHTH:** 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.

NINTH: 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  
WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
255 E. RINCON STREET, SUITE 100  
CORONA, CA 92879

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

By Timothy R. Jones  
Timothy R. Jones  
Title V.P. Land Development

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By Marion Ashley  
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,  
Clerk to the Board

By Schlemmer  
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By Monica R. Romero

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

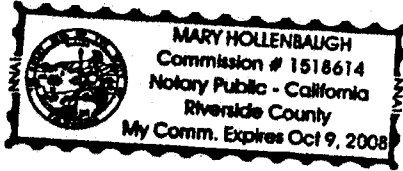
County of RIVERSIDE } SS.

On 2/08/2005 before me, MARY HOLLENBAUGH, Notary Public  
Date Name and Title of Officer (e.g., "Jury Doc, Notary Public")

personally appeared TIMOTHY R. JONES  
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.

Mary Hollenbaugh  
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: Agreement

Document Date: 2/7/05 Number of Pages: 2

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: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

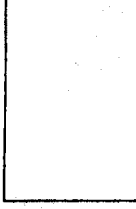


EXHIBIT 'B'

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

FOR: Streets and Drainage \$ 2,754,755 Tract No. 31386  
 Water System \$ \_\_\_\_\_ Parcel Map No. \_\_\_\_\_  
 Sewer System \$ \_\_\_\_\_ Bond No. SUS012973  
 Premium \$20,661.00

Surety <u>ARCH INSURANCE COMPANY</u>	Principal <u>WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY</u>
Address <u>135 N. LOS ROBLES AVENUE #825</u>	Address <u>255 E. RINCON STREET, SUITE 100</u>
City/State <u>PASADENA, CA</u>	City/State <u>CORONA, CA</u>
Zip <u>91101</u>	Zip <u>92879</u>
Phone <u>626-639-5200</u>	Phone <u>951-272-5100</u>

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES

(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) 31386, 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 ARCH INSURANCE COMPANY, as surety, are held and firmly bound unto the County of Riverside in the penal sum of TWO MILLION SEVEN HUNDRED FIFTYFOUR THOUSAND SEVEN HUNDRED FIFTY-FIVE & NO/100 Dollars (\$ 2,754,755.00---) 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 judgement rendered.

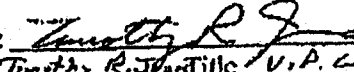
## FAITHFUL PERFORMANCE BOND

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on FEBRUARY 7, 2005.

NAME OF PRINCIPAL: WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
DBA JOHN LAING HOMES

AUTHORIZED SIGNATURE(S): By:   
Timothy R. Johnston Title V.P. Land Development

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE:   
D.J. PICARD, Its Attorney-in-fact Title

(IF CORPORATION, AFFIX SEAL)

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

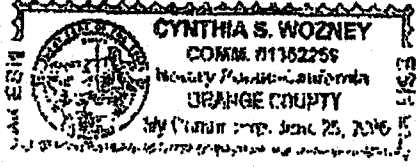
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA  
County of ORANGE

On 2-7-2005 before me, CYNTHIA S. WOZNEY, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - I.E., JANE DOE, NOTARY PUBLIC

personally appeared D.J. PICARD  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me 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.

*Cynthia S. Wozney*  
(SIGNATURE OF NOTARY)

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

PERFORMANCE BOND  
TITLE OR TYPE OF DOCUMENT

ONE PAGE - TWO SDED  
NUMBER OF PAGES

FEBRUARY 7, 2005  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(ES)  
ARCR INSURANCE COMPANY

N/A  
SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

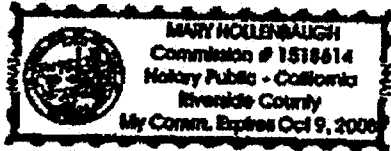
State of California

County of RIVERSIDE } ss.

On 2-8-2008 before me, Mary Hollenbaugh, Notary Public  
Date Name and Title of Officer (e.g., "Notary Public")  
 personally appeared TIMOTHY E. PICARO  
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.

Mary Hollenbaugh  
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: PERFORMANCE BOND

Document Date: 2-7-05 Number of Pages: 1

Signer(s) Other Than Named Above: D.J. PICARO

**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: \_\_\_\_\_



## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint Todd M. Rohm, Cathy S. Kennedy, Sejal P. Lange, D. J. Picard and Beata A. Sensi of Orange, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION: NO AUTHORITY** is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

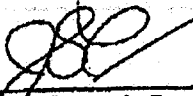
VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003; and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

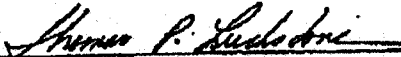
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of April, 2003.

Arch Insurance Company

Attested and Certified



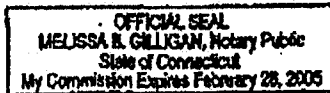
  
\_\_\_\_\_  
Joseph S. Label, Corporate Secretary


  
\_\_\_\_\_  
Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Label personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



  
\_\_\_\_\_  
Melissa B. Gilligan, Notary Public  
My commission expires 2-28-05

#### CERTIFICATION

I, Joseph S. Label, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 1, 2003 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 7TH day of FEBRUARY, 2005.

  
\_\_\_\_\_  
Joseph S. Label, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Home Office: Kansas City, MO

00ML0013 OC 03 03

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

FOR: Streets and Drainage \$ 1,404,755 Tract No. 31386  
Water System \$ \_\_\_\_\_ Parcel Map No. \_\_\_\_\_  
Sewer System \$ \_\_\_\_\_ Bond No. SU5012975  
Premium INCLUDED IN THE PERFORMANCE BOND

Surety ARCH INSURANCE COMPANY Principal WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY  
Address 135 N. LOS ROBLES AVENUE #825 Address 255 E. RINCON STREET, SUITE 100  
City/State PASADENA, CA City/State CORONA, CA  
Zip 91101 Zip 92879  
Phone 626-639-5200 Phone 851-272-5100

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES  
(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) 31386, 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 FOUR HUNDRED  
FOUR THOUSAND SEVEN HUNDRED FIFTY-FIVE & NO/100--- Dollars (\$1,404,755.00--- ) 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 judgement  
therein rendered.

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

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.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of RIVERSIDE } ss.

On 2-08-2005

Date

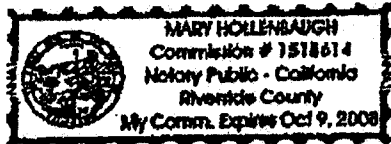
before me, MARY HOLLENBAUGH, Notary Public

Name and Title of Officer (e.g., "John Doe, Notary Public")

personally appeared TIMOTHY R. JONES

(Name 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.

Mary Hollenbaugh  
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: Payment Bond

Document Date: 2-7-05

Number of Pages: 1-2 sided

Signor(s) Other Than Named Above: D.J. PICARD

**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: \_\_\_\_\_

