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





FROM: TLMA - Transportation Department

SUBMITTAL DATE:July 15, 2010

Deleted Per A-30 Requires 4/5 Vote

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

Agreement, Third Supervisorial District

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

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

Juan C. Perez Director of Transportation

HS:IIr

Departmental Concurrence

FORM APPROVED COUNTY COUNSE!

Policy

 \boxtimes

Consent

 \Box

Dep't Recomm.:

Policy

X

Consent

ofc.:

Exec

(Continued on next page)

Current F.Y. Total Cost: In Current Year Budget: \$0 N/A FINANCIAL **Current F.Y. Net County Cost:** \$ 0 **Budget Adjustment:** No DATA **Annual Net County Cost:** For Fiscal Year: \$0 2010/2011 **SOURCE OF FUNDS:** Positions To Be

C.E.O. RECOMMENDATION:

APPROVE

7 1

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Buster, Stone, Benoit and Ashley

Nays:

Date:

None

Absent:

Tavaglione July 27, 2010

XC:

Transp.

P

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

District: 3

Agenda Number:

3.82

Kecia Harper-Ihem

Form 11 (Rev 07/2007)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

The Honorable Board of Supervisors

RE: Tracts 31390, 31390-1 and 31390-2, Subdivision Improvement Takeover Agreement, Third Supervisorial District

July 15, 2010 Page 2 of 2

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

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

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

SETTLEMENT AGREEMENT

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

I. RECITALS

- A. WHEREAS, on or about August 28, 2007, A. MURPHY RANCH, LLC ("Developer"), entered into Subdivision Agreements with the County to furnish all labor, equipment and materials necessary to perform and complete offsite road, drainage, water and sewer system improvements for a portion of a land division known as Audie Murphy Ranch, consisting of Tracts 31390, 31390-1 and 31390-2 (Offsite Improvements) ("Project"). The Subdivision Agreements are incorporated in this Agreement by reference as though fully set forth herein and are expressly made a part of this Agreement and attached hereto as Exhibit "A".
- B. WHEREAS, on or about May 2, 2007, pursuant to California Government Code Sections 66499 et seq., Travelers issued the following surety bonds for the Project: (1) Faithful Performance Bond No. 104884781 in the amount of \$1,544,500,00 for Tract 31391; (2) Material and Labor Bond No. 104884781 in the amount of \$772 250.00 for Tract 31391; (3) Material and Labor Bond No. 104884781 in the amount of \$80,000 for Tract 31391; (4) Subdivision Monument Bond No. 104884782 in the amount of \$27,400.00 for Tract 31391; (5) Faithful Performance Bond No. 104884783 in the amount of \$3,346,500.00 for Tract 31391-4; (6) Material and Labor Bond No. 104884783 in the amount of \$1,673,250.00 for Tract 31391-4; (7) Subdivision Monument Bond No. 104884784 in the amount of \$62,900.00 for Tract 31391-4; (8) Faithful Performance Bond No. 104884785 in the amount of \$4,446,500.00 for Tracts 31391-1-2-3-4; (9) Material and Labor Bond No. 104884785 in the amount of \$2,261,750.00 for Tracts 31391-142-3-4; (10) Subdivision Monument Bond No. 104884786 in the amount of \$63,100.00 for Tracts 31391-1-2-3-4; (11) Faithful Performance Bond No. 104884787 in the amount of \$2,407,500.00 for Tracts 31391-2; (12) Material and Labor Bond No. 1048\$4787 in the amount of \$1,203,750.00 for Tract 31391-2; (13) Subdivision Monument Bond No. 104884788 in the amount of \$35,200.00 for Tract 31391-2; (14) Faithful Performance Bond No. 104884789 in the amount of \$2,971,500.00 for Tract 31391-3; (15) Material and Labor Bond No. 104884789 in the amount of \$1,485,750.00 for Tract 31391-3; (16) Subdivision Monument Bond No. 104884790 in the amount of \$60,900.00 for Tract 31391-3; (17) Faithful Performance Bond No. 104908979 in the amount of \$4,703,500.00 for Tract 31390-2 (and portions of 31390 and 31390-1); (18) Material and Labor Bond No. 104908979 in the amount of \$2,803,000.00 for Tract 31390-2 (and portions of 31390 and 31390-1); (19) Subdivision Monument Bond No. 104908980 in the amount of \$81,100.00 for Tract 31390-2; (20) Faithful Performance Bond No. 104908981 in the amount of \$3,375,000.00 for Tract 31390; (21) Material and Labor Bond No. 104908981 in the

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

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

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

II. TERMS AND CONDITIONS

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

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

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

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

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

4. Release of Bonds.

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

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

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

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

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

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

Mr. Sam Barker Travelers Casualty and Surety Company of America 33650 6th Ave. South, Ste. 200 Federal Way, WA 98003 Telephone: (253) 943-5802 Fax: (253) 208-5976

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

Email: sebarker@travelers.com

Fax: (530) 823-1536

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

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

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

DATED: JUL 2 7 2010

COUNTY OF RIVERSIDE

By: Marion Ashlev.

Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM

Clerk of the Board

DATED: June 8, 2010

TRAVELERS CASUALTY AND SURETY

COMPANY OF AMERICA

By: Sam E. Barker

Its: Senior Claim Counsel

APPROVED AS TO FORM:

PAMELA J. WALLS, County Counsel

BY:

Elena M. Boeva,

Deputy County Counsel

WATT, TIEDER, HOFFAR & FITZGERALD, LLP.

By

Jeffrey T. Robbins, Esq.

Attorneys for Travelers Casualty and Surety

Company of America

IRVINE 155104.1 102471.039

AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

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

WITNESSETH:

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

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

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

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

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

County

Contractor

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

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

IN WITNESS WHEREOF, Contractor has affixed I	
	By Jun Milyun
	Title Tim McGinnis, Executive Committee Membe
	Ву
COUNTY OF BEVERSHE	Title

ATTEST:

NANCY ROMERO, Clerk of the Board

Deputy

APPROVED AS TO FORM

JOBS. RANK, County Counsel

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT ϳϔϘΫϘΫϘΫϴ϶ϔϷ϶ϔϷϪϷϽͶϿϔϬϲͿϘϔϴϔϴϹͿϘϔϘϲͿϘϗʹϘϛϹͿϲϗͺϻϼͺϔϧϲϗʹϻ϶ͺϒϙͺϒϻϽ϶ͺϹϧͺϹϧͺϹϧͺϹϧͺϹϧͺϹϧͺϹϧͺϹϧͺϹϧͺϹϧͺϹϧ State of California Dersonally known to me D proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-ROCHELLE M. SROMALLA subscribed to the within instrument and Commission # 1414863 acknowledged to me that he/ehe/they executed Notory Public - Colifornia the same in his/her/their authorized capacity(les), and that by his/her/their Orange County Comm. Expires May 2, 2007 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS, my t(and, and official seal. **OPTIONAL** -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and realischment 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: _

AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

This agreement, made and en	ntered into by and between the County of Riv	erside, State of California
hereinafter called County, and	A. Murphy Ranch, LLC	•
hereinafter called Contractor.	•	

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tracts 31390, 31390-1, and 31390-2 (Offsite Improvements), hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Eastern Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paying of any roadway. The estimated cost of said work and improvements is the sum of Eighty-four thousand and no/100 Dollars (\$84,000,00).

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

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

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

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

County

Contractor

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

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

IN WITNESS WHEREOF, Contractor has affixed his name, address and see

By Jan Millian

Title Tim McGinnis, Executive Committee Member

Ву_____

Title _____

COUNTY OF PIVERSIDE

JOHN TAYAGLIONE

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO, Clerk of the Board

Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

Βv

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Dersonally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/aresubscribed to the within instrument and acknowledged to me that he/ehe/they executed the same in his/her/their authorized capacity(jes), and that by his/her/their ROCHELLE M. SROMALLA Commission # 1414863 signature(s) on the instrument the person(s), or Notary Public - California the entity upon behalf of which the person(s) **Orange County** My Comm. Expires May 2, 2007 acted, executed the instrument. WITNESS my fland and official seal OPTIONAL . Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent frauctulent 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(les) 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:_ A CONTROL OF THE PROPERTY OF T

AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

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

WITNESSETH:

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

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

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

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

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

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Contractor

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

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

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

By ser MSfu

Title Tim McGinnis, Executive Committee Member

Ву____

Title _____

JOHN TAVAGLIONE

Chairman, Board of Supervisors

ATTEST:

NANCY ROMERO, Clerk of the Board

Deputy

APPROVED AS TO FORM

JOE S. RANK, County Counsel

D.,

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Activitation of the frame of the first of th State of California? personally appeared Dersonally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) staresubscribed to the within instrument and acknowledged to me that he/ehe/they executed ROCHELLE M. SROMALLA the same in his/her/their authorized capacity(jes), and that by his/her/their Commission # 1414863 Notary Public - California signature(s) on the instrument the person(s), or Orange County Ay Comm. Expires May 2, 2007 the entity upon behalf of which the person(s) acted, executed the instrument. TNESS my hand and official seal. **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prev fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: ___ Number of Pages: _ Document Date: __ Signer(s) Other Than Named Above: ___ Capacity(les) 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:_

DATE

April 19, 2007

Nov 18 2008 17:23

Lile Double

FEES AND SECURITIES WORKSHEET
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

	PARCEL/ TRACT M	IAP/M8 NO.	TR31380	-1, TH31380-2, TR313	90 Oll Site Imp		•		
	IP NO.		050052						
	BONDING		0	120%			:		
	IMPROVE	ement		CONSTRUCTION CO	D8T	(1)	FAITHFUL ERFORMANCE SECURITY 00% of Estimated onstruction Costs)	ď	TERIALS & LABOR SECURITY 50% of the Faithful formance, except for S/D add 100%)
A.	Streete/Drainage (8	VD)	.\$	<u> </u>	1,352,357.00	\$	1,352,500.00	\$	876,250.00
B.	Flood Control*		_5			\$		\$	
C.	Water(EMWD)		<u>_s</u>		83,858.00	\$	84,000.00	3	42,000.00
D.	Sewer(EMWD)		_\$		81,876,00	\$	82,000.00	\$	41,000.00
E,	Total (A+B+C+D)					\$	1,518,500.00	\$	759,250.00
F.	WARRANTY RETE	NTION (10% c	(E)			\$	151,850.00	.	
G.	MONUMENT SECU	RITY BOND		,		5		.	•
	FEE CALCULATION 100% (Not Including	•	•	artment inspection fee			:		
H.	STREET/DRAINAG	E				\$	1,352,357.00	•	
I.	WATER					3	83,658.00	-	
J.	SEWER					\$	81,876.00	•	
K.	TOTAL					<u>\$</u> _	1,517,891.00	-	
L.	TRANS DEPT INS	PECTION FEE	DUE (K+C) X 3%		\$	45.596.73	• 1	
M.	SURCHARGE FEE	, Trans dep	r inspect	110N (2% XL)		_5	910.73	-	
N.	TOTAL-THANS DE	EPART INSPE	CTION FE	e + Surcharge (L+)	A)		<u>: 48,447.46</u>	-	
O. P.	TRAFFIC CONTRO				PTRAF	<u>\$</u>		-	
Q.	TOTAL FEES DUE	PRIOR TO RI	CORDATI	ON (N+P)		<u>. \$</u>	48,447.48	_	
							į		
CO	NTACT PERSON	Amir Fallah	Ø K&A E	ngineering	_PHONE NO	(951)	279-j.800 :		
ADI	DRESS	357 N. Shei	idan Stree	t, Suite 117, Corone, C	a. 92880			-	
PRI	EPARED BY	Jerry Ottes	n @ Willd	an CHECK BY		DATE		_	

Page 1 of 14

PARCEL MAP OR TRACT NO. TO	17290-1.213	90-2, 31390 Off-Site	DATE 3/2	! !5/2007	
PP. CU. PU. SM OR VI. NO.	. 32334-21423	31-27 31334 1041-4-1-4	BY: PJI		
IMPROVEMENTS	(10	THFUL PERFORMANCE SECURITY 00% OF Estimated astruction Costs)		MATERIAL & SE +*(50% of Constructi	CORITY Estimated
Streets/Drainage \$	= \$	1,352,500		\$	694,250
Flood Control* \$	= \$	-		ş	
Water District 6	≖ \$	84,000	•	\$	42,000
Sewer District \$	= \$	82,000		Ş	41,000
Total	- \$	1,554,500		ş	777,250
Warranty Retention (10%)	\$	155,450	•		
having signed plans (Ordinands) Signature		3-2/-07 Date		No. 41627 14.31-07 0. CIVIL	
Paul Haounda		. •	Í	SCHAIN SE	mp
*Flood Control Construction District. Provide copy of F				i Control	
1. Quantities to be taken f on "Riverside County Imp	com improve	AD INSTRUCTIONS F ement plans. Unit equirement Worksh	t costs to	o be as provi	ded
2. Show Performance Bond Am Amounts are 50% of Perfo '** 190% for Flood Contr	rmance Bond	ne nearest \$500. 1 Amounts.	Material :	and Labor Bo	nd

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

Page 2 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

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

DATE

3/15/2007

			+		
<u>L —</u>		STREET IMPROVEMENTS			
ONTY	unit	ITSK	COST	1 11	AMOUNT
		Roadway Excavation	;		
1,89	0 C.Y.	1. Projects with a Grading Plan	\$ 20	.00	37,800
		Area x 0.50' (hinge point to hinge p	oint)		
	C.Y.	2. Projects without a Grading Plan	į		0
		(Road area and side slopes to daylig	ht		
·		Cut (c) = Fill (f) =	<u> </u>		
					
	C.Y.	(c or f) (a.) Excavate and Fill	\$ 0	.40	0
	C.Y.	(c-f) (b.) Excavate and Export	\$ 1	.10	0
	C.Y.	(f-c) (c.) Import and Fill	\$ 2	. 80	0
		If balance, provide (a.) only, either cu	t or £11	1	
·		If export, provide (a.) & (b.) a = fill,	'b = cut	- fil	L
		If import, provide (a) & (c), a = cut,	¢ = fill	- cut	
		(Unit costs for (a), (b), & (c) are 20%	of actua	1	
		costs to assure that work will be correct	ted to		
		eliminate hazardous conditions.)			
62	5 L.F.	Sawout Exists. A.C. Pavement	\$ 1	.00	625
	s.F.	Cold plane A.C. Pavement	\$ 0	.50	0
575	5 8.Y.	Grinding A.C., in Place	6 0	.60	345
5,44	S.Y.	Remove A.C. Pavement	\$ O	.60	3,266

Page 3 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

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

DATE

3/15/2007

	///	STREET IMPROVEMENTS (Cont	·d)		
onty u	nit	ITEM		ONIT COST	AMOUNT
: I ₁	. F .	Remove Curb and Gutter	ş	18.00	0
L.	.F,	Remove A.C. Dike	\$	3.00	0
S	.F	Remove Sidewalk	\$	10.00	. 0
2 E/	Α	Relocate Mailbox	\$	250.00	500
1,250 L	.F.	Remove Chain Link Fence	\$	7.50	9,375
L.	.F.	Remove Barricade	\$	10.00	0
2,305 To	១ព	Asphalt Concrete(0.5') 64,050 S.F)	Ş	90.00	207,540
	A	(144 lbs/cu.ft.)			
✓ 268 To	on _	Asphalt Concrete(.25') 14,900 S.F)	Ş.	90.00	24,120
		(144 lbs/ou.ft.)	i	:	
2,544 C	.Y.	Agg Base Class II (78950 S.F)	ş	50.00	127,200
3 To	on	Asph. Emulsion (Fog Seal/Paint Binde	r) <u>'</u>		
		(1 ton = 240 gals) (85700 S.F.) \$	600.00	1,800
		apply at 0.05 + 0.03 = 0.08 gal/SX)	· · · · · · · · · · · · · · · · · · ·		
6,750 S	.F.	AC overlay (min. 0.10') (6,750 S.F)	\$	0.90	6,075
506 L	.F.	Curb and Gutter (Type A-6)	s	10.00	5,060
1,508 L	.F.	Curb and Gutter (Type A-8)	ş	12.00	18,096
L	.F.	Type "C" Curb	į, S	10.00	
L	.F.	Type "D-1" Curb		10.00	
	.Y.	Type "D" Curb	ş	15.00	
242 L	.F.	A.C. Dike (6") (incl. material & labo	<u>x)</u>	8,00	1,936
1,852 L	. F.	A.C. Dike (8") (incl. material & labo	r) s	10.00	18,520
	<u></u>				Costs 12/05 at 11/10/03

Page 4 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

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

DATE

3/15/2007

		STREET IMPROVEMENTS (Cont'd)		
ONTX	UNIT	ITEM	UNIT COST	AMOUNT
86	5 S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	8,650
16,55	4 S.F.	P.C.C. Sidewalk	\$ 6.00	99,324
	S.F.	P.C.C. Drive Approach	8.00	0
	s.f.	P.C.C. Dip Section Std. 307	6.00	0
	3 £a	Handicapped Access Ramp	\$ 1500.00	4,500
	C.Y.	Structural Reinforced Concrete	\$ 400.00	0
1	4 L.F.	Barricades	\$ 100.00	1,400
	L.F.	Metal Beam Guard Railing	8 35.00	0
1,70	0 L.F.	Utility Trench, one side (Edison, Telepho	one,	
		Cable) (total length of streets)	\$ 10.00	17,000
	L.P.	Chain Link Fence (6')	\$ 15.00	0
, , , , , , , , , , , , , , , , , , ,	L.F.	Relocate Fence	\$ 12.00	0
	<u>Ba</u>	Pipe Gate	\$ 1000.00	0
	5 Ba	Relocate Power Pole	\$ 10000.00	50,000
	6 Ea	Street Lights (including conduit)	\$ 5000.00	30,000
	3 Ea	Concrete Bulkhead	\$ 200.00	600
	Ea	Slope Anchors for Pipes	\$ 300.00	0
	C,Y.	Cut Off Wall (Std 2')	\$ 400.00	0
	Ea	A.C. Overside Drain	\$ 500.00	_0
·	Ea	Under Sidewalk Drain Std 309	\$ 2000.00	0
-				

3/15/2007

Page 5 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET:

PROJECTTR. 31390-1,31390-2, 31390 Off-Site DATE

			į		
		STREET IMPROVEMENTS			
ONTY	UNIT	ITRM	} : U I	NIT COST	AMOUNT
1_1	Ba.	Flat Outlet Drainage Structure Std 303	Ş	200.00	200
	Ea.	Curb Outlet Drainage Structure Std 308	ş	200.00	0
	8.F.	Terrace Drains and Down Drains	\$	6.50	0
1,205	S.F.	Interceptor Drains	ş	6.50	7,833
	C.Y.	R.C. Box Culvert	ş	400.00	0
	C , Y <u>.</u>	Concrete Channel	\$	200.00	0
40 (C.Y.	Rip Rap (1/4 Ton) Method B	\$	40.00	1,600
(C.Y.	Rip Rap (1/2 Ton) Method B	s	45.00	0
(C.Y.	Rip Rap (1 Ton) Method B	.\$	50.00	0
	C.Y.	Rip Rap (2 Ton) Method B	\$_	55.00	0
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$	60.00	0
. (C.Y.	Grouted Rip Rap (1/2 Ton) Method B	'\$ _	67.00	0
(C.Y.	Grouted Rip Rap (1 Ton) Method B	ş	75.00	0
(C.Y.	Grouted Rip Rap (2 Ton) Method B	ş	80.00	. 0
390 1	L.F.	18" R.C.P.	ş	60.00	23,400
······································	L.F.	24" R.C.P.	\$	70.00	39,480
	L.F.	30" R.C.P.	: \$	80.00	17,360
					

Page 6 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET;

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

DATE

3/15/2007

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

Page 7 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET;

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

DATE

\$/15/2007

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

Page 8 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

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

DATE

3/15/2007

		 	
STREET IMPROVEMENTS (Cont'd)			
ITEM		MIT COST	THUOMA
SIGNING, STRIPING and SIGNALS			
Remove Traffic Stripes and Paint			
Markings	\$	2.50	475
Remove Sign, Salvage	\$	50.00	0
Relocate Roadsign Sign	\$	100.00	1,00
Street Name Sign	\$	275.00	0
Install Sign (Strap and Saddle Bracket			0
Method)	\$	100.00	_200
Install Sign Mast Arm Hanger Method)	\$ <u>;</u>	100.00	<u> </u>
Road Sign - One Post	<u>ş</u>	250.00	250
Road Sign - Two Post	\$	400.00	
Object Marker - Modified Type "F"	<u>:</u>		
Delineator	\$	60.00	
Delineator (Class 1 Type F)	\$	40.00	
Delineator (Class 2)	ş	45.00	(
Pavement Marker, Reflective	\$	3.75	(
Paint Traffic Stripe (2 Coats)	\$	0.30	603
4" Thermoplastic Traffic Stripe	ş	0.30	(
	Remove Traffic Stripss and Paint Markings Remove Sign, Salvage Relocate Roadsign Sign Street Name Sign Install Sign (Strap and Saddle Bracket Method) Install Sign Mast Arm Hanger Method) Road Sign - One Post Road Sign - Two Post Object Marker - Modified Type "F" Delineator Delineator (Class 1 Type F) Delineator (Class 2) Pavement Marker, Reflective Paint Traffic Stripe (2 Coats)	SIGNING, STRIPING and SIGNALS Remove Traffic Stripes and Paint Markings Remove Sign, Salvage Relocate Roadsign Sign Street Name Sign Install Sign (Strap and Saddle Bracket Method) Install Sign Mast Arm Hanger Method) Road Sign - One Fost Road Sign - Two Post Object Marker - Modified Type "F" Delineator Delineator (Class 1 Type F) Selineator (Class 2) Pavement Marker, Reflective Paint Traffic Stripe (2 Coats) S	### SIGNING, STRIPING and SIGNALS Remove Traffic Stripes and Paint Markings \$ 2.50

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RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

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

DATE

3/15/2007

				L L	
		STREET IMPROVEMENTS (Cont'd)			
ÖMTY	UNIT	TTRM		ONIT COST	TMUOMA
	L,F.	8" Thermoplastic Traffic Stripe	\$	0.60	
156	S.F.	Thermoplastic Channelizing Limit Line			
		and Pavement Marking	\$	2.25	35
200	8.F.	Thermoplastic Cross Walk and Pavement			· · · · · · · · · · · · · · · · · · ·
		Marking	\$	3.00	60
1	L.s.	Signal and Lighting	\$1	00.000.00	130,00
		Landscaping		:	
	Ş.F.	MAINTENANCE WALK STD 113	ş	4.00	
	S.F.	COLORED STAMPED CONCRETE	ş	10.00	
24	Ea	Street Trees (15 Gallon)	Ş	100.00	2,40
16600	S.F.	Landecape and Irrigation	\$	3,50	58,10
	C.Y.	Landscape Fill Material	\$	27.00	
1	Ea	Water Meter	\$	7000.00	7,00
1	Ea	Electric Meter	\$	10000.00	10,00
					······································
	·		i.		
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Page 10 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

3/15/2007 DATE PROJECT Tr. 31390-1,31390-2, 31390 off-site STREET IMPROVEMENTS (Cont'd) OTHER ITEMS NOT LISTED THUOMA QNTY UNIT ITEM UNIT COST \$ 15.00 300 Curb Transition 20 丘. F. Ŝ 650.00 1 Ea AC Driveway 650 \$ 340 9F AC Sidewalk 2.00 680 4 Ea Splash Wall 200.00 800 500.00 500 1 Ea Flared End Section 200.00 200 1 Ea Concrete Collar \$ 1,126,964 A. Subtotal 225,393 B. Administrative Contingency (20% x A) NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases C. Streets/Drainage Total (A + B) 1,352,357 BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD.450,SEC.10.3E) D. 20% X C Streets/Drainage Total (C + D)

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

Udated November 2003

Page 11 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

WATER IMPROVEMENTS

PROJECT Tr. 31350-1,31350-2, 31390 Off-Site

DATE

3/15/2007

		on this sheet only if project has a water			
Hacor	plan then	show applicable quantities as part of str	re:	UNIT	nenta.
ONIX	UNIT	ITEM	! 	COST	MOUNT
	L.F.	4" Waterline	\$	13.00	0
	L.F.	6" Waterline	İş	16.00	0
	L.F.	8" Waterline	!\$	21.00	0
·~~	L.F.	10" Waterline	\$	27.00	0
1,71	5 L.F.	12" Waterline	\$	31.00	53,165
	Ea.	4" Gatevalve	\$	650.00	0
·	Ea.	6" Gatevalve	ş	800.00	0
	Ea.	8" Gatevalve	\$	850.00	0
	Ea.	10" Gatevalve	ş	1050.00	0
	6 Ea.	12" Gatevalve	\$	1250.00	7,500
	Ea.	Fire Hydrants (6") Super	\$	2500.00	0
	1 Ea.	Fire Hydrants (6") Standard	\$	2300.00	2,300
	Ea.	4" Misc. Fittings	\$	150.00	o
	Ea.	6" Misc. Fittings	ş	200.00	0
	Ka.	8" Misc. Pittings	\$	250.00	0
	Ea.	10" Misc. Fittings	\$	280.00	0
	Ea.	12" Misc. Fittings	\$	320.00	0
	Ea.	Blowoffs (4 ^h)	\$	1600.00	0
					II

Page 12 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET,

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

DATE

3/15/2007

	ROVEMENTS (Cont				
Show quantities on this sheet only					
water plan then show applicable quar	ntities as part	of street	t improved Unit	ments.	
ONTY UNIT ITEM			COST	AKO	TKO
Ea. Service Connections		ş	475.00		0
6 Ea. Adjust Water Valve	o Grade	įş	200.00		1,200
Ea. Relocation of Blowd	ff	\$	1000.00	ļ <u>.</u>	0
3 Ea. Air and Vacuum Valve	>	<u> </u> \$	1850.00		5,550
					0
					0
					0
					0
					0
A. Subtotal		\$	65	,715	
B. Administrative Contingency (20%	x A)	\$	13	,943	
NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS	and VI Cases	1			•
C. Nater Total (A + B)		: \$	83	, 658	
**********	******	*******	*******	****	
BOND AMOUNT FOR RECORDATION PRIOR TO (ORD.460,SEC.10.3E)	Dandie Onivah (PLAN ;			
D. 20% X C	\$				
Water Total (C + D)	\$				

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RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT 7:. 31390-1,31390-2, 31390 Off-Site DATE 3/15/2007

SEWER IMPROVEMENTS Show quantities on this sheet only if project has a sewer plan. If no sewer plan then show applicable quantities as part of street improvements. UNIT QNTY UNIT ITRM COST THUUMA L.F. 4" V.C.P. 15.00 L.F. 6" V.C.P. 25.00 0 1,641 L.F. 8" V.C.P. Ś 30.00 49,230 35.00 L.F. 10" V.C.P. 0 S L.F. 12" V.C.P. 40.00 0 6 Ea. Standard Manholes \$ 2500.00 15,000 \$ 4000.00 Ea. Drop Manholes ! \$ 1,000 2 Ea. Cleanouts 500.00 Ξa. Sewer Y's \$ 30.00 0 \$ 400.00 Ea. Chimneya 0 \$ 500.00 6 Ea. Adjust M.H. to grade 3,000 L.F. Concrete Encasement \$ 35.00 0 Ş 6B,230 A. Subtotal B. Administrative Contingency (20% X A) 13,646 NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases C. Sewer Total (A + B) 81,876 BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN (ORD, 460, SEC. 10, 3E) D. 20% X C Sewer Total (C + D) Unit Costs 12/05 Format 11/10/03

Page 14 of 14

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT PLAN CHECK FEE CALCULATION SHEETS

PARCEL MAP OR TRACT NO. 31398 et als SCH. A	DATE	3/15/2007
PP, CU, PU, MS OR VI NO.	BY:	
IMPROVEMENT COSTS (Including contingencies)	!	
I. Streets/Drainage (Line C from Ppage 10)	\$:	1,352,357
II. Water (Line C From Page 12)	\$!	83,658
III. Sewer (Line C from Page 13)	\$	61,876
PLAN CHECK FEE CALCULATION	:	
A. Streets/Drainage (_2 * x I.)	\$!	27,047
NOTE: Use 2% for TR		
Use 6% for PM	!	
Use 6.5% for PP, CU, PU, MS and VL	:	
B. Water and Sewer (1% x II. And III.)	\$	1,655
Note: Use 1% for all	;	
C. Total Plan Check Fee (A + B)	<u>s !</u>	28,702
SURCHARGE FEE CALCULATION	i	
D. Surcharge Fee (2% x C)	\$	574
E. Total Plan Check Fee and Surcharge Fee	\$	29,277
COMMENTS	:	

MINIMUM PLAN CHECK PEE REQUIREMENTS

For TR (6ch. A, B. C, D) and PM (Sch. E, F, G) - minimum \$1,875

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

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

EXHIBIT "B"

FAITHFUL PERFORMANCE BOND

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

FOR: Streets and Drainage \$ 1,085,0	00.00 Tract No. 31391
	00.00 Parcel Map No.
Sewer System \$ 160.0	
• •	**** *** *** ***
Travelers Casualty and Sur- Surety Company of America	Principal A. Murphy Ranch LLC
Address 207 W. Main, Sulte 300	Address 11870 Pierce Street, Suite 100
City/State Spokane, WA	City/State Riverside, CA
Zip 99201	Zip 92505
Phone 509-535-9178	Phone 951-710-1913
1 mote	I IIVAN
WHERBAS, the County of Riverside, State	o of California, and
A. Murphy Ranch LLC	NOT CHILITANIAN THE PROPERTY OF THE PROPERTY O
Thereignfler decignated as "principal") have	entered into, or are about to enter into, the attached
incompation wherehing in principal same to it	nstall and complete the above designated public
improvements relating to (Tract/Parcel) _3:	which agreement(s) is/are hereby
referred to and made a part hereof; and,	
Edickrania men imma n but a sensariament	
WHEREAS, said principal is required under	er the terms of said agreement(s) to furnish bond(s) for
the faithful performance of said agreement	(s):
THE THE PARTY OF T	Travelers Casualty and Surety
NOW, THEREFORE, we the principal and	Company of America
swety, are held and firmly bound unto the C	County of Riverside in the penal sum of (One Nillion Five
the United States, for the payment of which	sum will and truly be made, we bind ourselves, our
heirs, successors, executors and administrat	ors, 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 assi	gns, shall in all things stand to and abide by, and well
and truly keen and perform the covenants of	onditions and provisions in the said agreement and
wive alteration thereof made as therein noviv	ied, on his or their part, to be kept and performed at
the time and in the manner therein provided	, and in all respects according to their true intent and
worthoods that thinking our time arise and	iless the County of Riverside, its officers, agents and
mentage and brain modition y and bave trained	oligation shall become null and void; otherwise, it
	William of the same and a second of the same same same same same same same sam
shall remain in full force and effect.	
a a managaba abbasala a asami dha abaa a	nd in addition to the face amount specified therefore,
As a part of the congruent secured hereby at	o in sometimes de la

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

RECEIVED

MAR 1 9 2007

Travelers Bond - Spokene, WA

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4. 2008 10:41AM Sep.

No. 1954

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 surely above named, on March_19 2007	
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
A THEODRATT OF CALL TATE OF CALL	
AUTHORIZED SIGNATURE(S): By:Title	•
Title	
Title	5
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety company of America AUTHORIZED SIGNATURE: Its Attorney-in-Pact Judith A. Rapp Title Attorney-in-Pact	in-Fact
(if corporation, affix seal)	

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

MATERIAL AND LABOR BOND

	00011	Y OF RIVERSIDE, ST		
AL CORREC	TION	(Government Code Se	tion 66499.1) Bond 1	No. 104884781
ECOP.	Streets and Drainage	¢ \$43 500 00	Tract No. 31391	
TOK:	Water System	\$149,750.00	Parcel Map No.	
	Sewer System	\$ 80,000.00	Bond No. 104884	781
	* *		Premium Incl.	w/Perf. Prem.
Surette	Travelers Casualt Company of Americ	rs Principa	A. Murphy Ranch L	
		Suite 300 Address		et, Suite 100
	ste Spokane. WA	City/Sta	e Riverside, CA	
Zip	99201	Zip	92505	:
• • • • • • • • • • • • • • • • • • • •	509-535-9178	Phone	951-710-1913	
WHER	EAS, the County of Ri	verside, State of Califor	nia, and	
, - , -	A. Murphy Ranch			
<i>A</i>	Acr designated se Hari	ncipal") have entered in	to or are about to enter in	to, the attached
t memera				
(Acrema	nter nesignama as Thi	a bore of the little of a	white the shove design	ated public
agreeme	ent(s) whereby principa	al agrees to install and c	omplete the above design	ated public
agreeme improve	ent(s) whereby principal ements relating to (Tra-	al agrees to install and c ct/Parcel) <u>31391</u>	omplete the above design , which agreement(s)	ated public
agreeme improve	ent(s) whereby principa	al agrees to install and c ct/Parcel) <u>31391</u>	omplete the above design	ated public
agreeme improve referred	ent(s) whereby principle ements relating to (Tra- to and made a part her	al agrees to install and cot/Parcel) 31391 ceof; and,	omplete the above design, which agreement(s	ated public) is/are hereby
agreeme improve referred WHERE	ent(s) whereby principle ements relating to (Tra- to and made a part her BAS, under the terms o	al agrees to install and c ct/Parcel) 31391 reof; and, of said agreement, princ	omplete the above design, which agreement(s pal is required, before en	ated public) is/are hereby tering upon the
agreeme improve referred WHERI perform	ent(s) whereby principle ements relating to (Tra- to and made a part her BAS, under the terms of ance of the work, to fil	al agrees to install and c ct/Parcel) 31391 reof; and, of said agreement, princile a good and sufficient	omplete the above design which agreement(s pal is required, before en payment bond with the C	ated public) is/are hereby tering upon the ounty of
agreeme improve referred WHERI performs	ent(s) whereby principle aments relating to (Tra- to and made a part here. As, under the terms of the work, to fill to secure the claims	al agrees to install and cortParcel) 31391 reof; and, of said agreement, principle a good and sufficient to which reference is m	periodic the above design which agreement(s pal is required, before empayment bond with the Code in Title 15 (commence	ated public) is/are hereby tering upon the ounty of
agreeme improve referred WHERI performs	ent(s) whereby principle aments relating to (Tra- to and made a part here. As, under the terms of the work, to fill to secure the claims	al agrees to install and c ct/Parcel) 31391 reof; and, of said agreement, princile a good and sufficient	periodic the above design which agreement(s pal is required, before empayment bond with the Code in Title 15 (commence	ated public) is/are hereby tering upon the ounty of
agreeme improve referred WHERI perform Riversid 3082) of	ent(s) whereby principle ments relating to (Tra- to and made a part here. AS, under the terms of ance of the work, to fill to secure the claims. Part 4 of Division 3 of	al agrees to install and cot/Parcel) 31391 reof; and, of said agreement, principle a good and sufficient to which reference is muft the Civil Code of the	penplete the above design which agreement(s pal is required, before empayment bond with the Cade in Title 15 (commence tage of California;	ated public) is/are hereby tering upon the county of ling with Section
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agreemed improve referred WHERE performs Riversid 3082) of NOW, Tunto the other per	ent(s) whereby principle ments relating to (Tra- to and made a part her BAS, under the terms of the work, to fill to secure the claims Part 4 of Division 3 of HEREFORE, said principle to secure the claims of the part 4 of Division 3 of the principle are sons employed in the	al agrees to install and cor/Parcel) 31391 reof; and, of said agreement, principle a good and sufficient to which reference is must the Civil Code of the incipal and the undersigned all contractors, subseperformance of said Civil Code of sai	penplete the above design which agreement(s pal is required, before encayment bond with the Cade in Title 15 (commence tate of California; ed, as corporate surety, a entractors, laborers, material Code in the sum of §2:	ated public) is/are hereby tering upon the ounty of sing with Section the held firmly rial persons and yen Rundred S
agreemed improve referred WHERE performs Riversid 3082) of NOW, Tunto the other per Two Tho	ent(s) whereby principle ments relating to (Tracto and made a part here. AS, under the terms of the work, to fill to secure the claims (Part 4 of Division 3 of HEREFORE, said principles on semployed in the pasand. Two Hundred.	al agrees to install and cor/Parcel) 31391 reof; and, of said agreement, principle a good and sufficient to which reference is must be contracted and all contractors, subsept of said Civil Fifty & No/100pol	panplete the above design which agreement(s pal is required, before en payment bond with the Cade in Title 15 (commence tate of California; ed, as corporate surety, a niractors, laborers, material Code in the sum of §2: ars (\$772,250.00	ated public) is/are hereby tering upon the ounty of ing with Section re held firmly ital persons and ven Rundred for materials
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agreemed improve referred WHERE performs Riversid 3082) of NOW, Tours the other performshed Act with	ent(s) whereby principle ments relating to (Tracto and made a part here. AS, under the terms of the work, to fill to secure the claims (Part 4 of Division 3 of HEREFORE, said principle to seemployed in the pasand Two Hundred to respect to such work of the passes of th	al agrees to install and cor/Parcel) 31391 reof; and, of said agreement, principle a good and sufficient to which reference is must be contractors, subconcipal and the undersigned all contractors, subconcerformance of said Civil Fifty & No/100Dol by kind, or for amounts or labor, that said surety	pal is required, before en payment bond with the Coard in Title 15 (commence tate of California; ed, as corporate surety, a miractors, laborers, materil Code in the sum of Ser ars (\$772,250.00) inc under the Unemploys will pay the same in an a	ated public) is/are hereby tering upon the ounty of ting with Section we held firmly tial persons and wen Hundred for materials ment Insurance unount not
agreeme improve referred WHERE performs Riversid 3082) of NOW, T unto the other per Two Tho furnished Act with exceeding	ent(s) whereby principle aments relating to (Tra- to and made a part her dAS, under the terms of ance of the work, to fill to secure the claims. Part 4 of Division 3 of HEREFORE, said principle as sons employed in the passand. Two Hundred I or labor thereon of ar respect to such work of the amount hereinable.	al agrees to install and cot/Parcel) 31391 reof; and, of said agreement, principle a good and sufficient to which reference is must the Civil Code of the main and the undersigned all contractors, subseperformance of said Civil Fifty & No/100Dol my kind, or for amounts or labor, that said surety ove set forth, and also in	penplete the above design which agreement(s) which agreement(s) pal is required, before employment bond with the Code in Title 15 (commence are of California; ed, as corporate surety, a entractors, laborers, material Code in the sum of Security (3772,250.00) incument the Unemployment pay the same in an access suit is brought upo	ated public) is/are hereby tering upon the county of sing with Section re held firmly rial persons and ven Rundred sfor materials ment Insurance uncount not n this bond, will
agreemed improve referred WHERE performs Riverside 3082) of NOW, To unto the other performs furnished Act with exceeding pay, in additional referred research.	ent(s) whereby principle aments relating to (Transments relating to (Transments and made a part here. AS, under the terms of ance of the work, to fill to secure the claims. Part 4 of Division 3 of the the claims. County of Riverside at some employed in the pusand. Two Hundred or labor thereon of ar respect to such work of the amount hereinabilition to the face amounts.	al agrees to install and cot/Parcel) 31391 reof; and, of said agreement, principle a good and sufficient to which reference is must the Civil Code of the incipal and the undersigned all contractors, subcoperformance of said Civil Fifty & No/100Dol lay kind, or for amounts or labor, that said surety ove set forth, and also it unt thereof, costs and reconstructions.	periphete the above design which agreement(s) which agreement(s) pal is required, before employment bond with the Coade in Title 15 (commence are of California; ed, as corporate surety, a miractors, laborers, material Code in the sum of Second are (\$772,250.00) incommender the Unemployment pay the same in an arease suit is brought upo asonable expenses and ferroments.	ated public) is/are hereby tering upon the ounty of ling with Section re held firmly lial persons and ven Hundred for materials ment Insurance mount not not his bond, will les, including
agreemed improve referred WHERE performs Riverside 3082) of NOW, Tours the other performshed Act with exceeding pay, in addressonable	ent(s) whereby principle aments relating to (Tra- to and made a part her das, under the terms of ance of the work, to fill to secure the claims. Part 4 of Division 3 of the the county of Riverside at some employed in the pusand Two Hundred I or labor thereon of ar respect to such work of the amount hereinable dition to the face amo e attorney's fees, incur	al agrees to install and cot/Parcel) 31391 reof; and, of said agreement, principle a good and sufficient to which reference is must the Civil Code of the incipal and the undersigned all contractors, subcoperformance of said Civil Fifty & No/100Dol by kind, or for amounts or labor, that said surety ove set forth, and also it unt thereof, costs and mand by the County in st	pariplete the above design which agreement(s) which agreement(s) pal is required, before empayment bond with the Cade in Title 15 (commence tage of California; ed, as corporate surety, a miractors, laborers, material Code in the sum of Series (\$772,250.00) included the Unemployment pay the same in an accessfully enforcing such	ated public) is/are hereby tering upon the ounty of ling with Section re held firmly lial persons and wen Hundred for materials ment Insurance unount not not in this bond, will les, including nobligation, to
agreemed improve referred WHERE performs Riverside 3082) of NOW, Tours the other performshed Act with exceeding pay, in addressonable	ent(s) whereby principle aments relating to (Tra- to and made a part her das, under the terms of ance of the work, to fill to secure the claims. Part 4 of Division 3 of the the county of Riverside at some employed in the pusand Two Hundred I or labor thereon of ar respect to such work of the amount hereinable dition to the face amo e attorney's fees, incur	al agrees to install and cot/Parcel) 31391 reof; and, of said agreement, principle a good and sufficient to which reference is must the Civil Code of the incipal and the undersigned all contractors, subcoperformance of said Civil Fifty & No/100Dol by kind, or for amounts or labor, that said surety ove set forth, and also it unt thereof, costs and mand by the County in st	periphete the above design which agreement(s) which agreement(s) pal is required, before employment bond with the Coade in Title 15 (commence are of California; ed, as corporate surety, a miractors, laborers, material Code in the sum of Second are (\$772,250.00) incommender the Unemployment pay the same in an arease suit is brought upo asonable expenses and ferroments.	ated public) is/are hereby tering upon the ounty of ling with Section re held firmly lial persons and wen Hundred for materials ment Insurance unount not not in this bond, will les, including nobligation, to

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

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

MAY 0 3 2007

Travelers Bond - Spokere, WA

MATERIAL AND LABOR BOND

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

IN WITNESS WHERBOF, this instrument has been duly executed by the principal and surely above named, on	
NAME OF PRINCIPAL: A. Murphy Ranch LLC	-
AUTHORIZED SIGNATURE(S): By:	•
Title	
Title	
Title	LTY
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety-Company of America AUTHORIZED SIGNATURE: Casualty and Surety-Company of America	
Its Attorney-in-Fact Judith A. Rapp Title Attorney-	ln⊢Fact

(IF CORPORATION, AFFIX SEAL)

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

ng v

State of Washington

County of Spokane

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

WITNESS my hand and official seal,

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

Document 7-16

MATERIAL AND LABOR BOND

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

FOR: Streets and Drainage \$ 54	2,500.00	Tract No. 31391
Water System \$14	9,750.00	Parcel Map No.
	80,000.00	Bond No. 104884781
Travelers Casualty &		Premium Incl. w/Perf. Prem
Surety Company of America	Principal	A. Murphy Ranch LLC
Address 707 W. Main St., Su	ite 300 Address	11870 Pierce Street, Suite 100
City/State Spokene, WA	City/State	Riverside, CA
Zip 99201:	Zip	92505
Phone 509-535-9178	Phone_	951-710-1913
WHBREAS, the County of Riversi	ide. State of Californ	ia, and
A. Murphy Ranch LL		
thereinafter designated as "minning	al") have entered into	o, or are about to enter into, the attached
acrosinistic) wherehi initialized an	rees to install and co	molete the above designated public
improvemente relating to TractPa	rcel) 31391	which agreement(s) is/are hereby
referred to and made a part hereof;	and	
Totalog to and Hago a berrieson	4	
WATER AS under the terms of sai	d soreement, princin	al is required, before entering upon the
performance of the work, to file a g	n trainitie bas hoos	ayment bond with the County of
Diverside to seeing the claims to w	hich reference is ma	de in Title 15 (commencing with Section
3082) of Part 4 of Division 3 of the	Civil Code of the S	tate of California:
302) 01 1 mt + 01 31 100 m 3 51 did	. Of 1st Cores or are a	3 3
NOW THEREPORE said princing	of and the undersigne	ed, as corporate surety, are held firmly
unio the County of Riverside and a	l contractors, subcor	ntractors, laborers, material persons and
other persons employed in the perfo	umance of eard Civi	Code in the sum of
*Kiehry Thousand and No/100	* Dolle	ars (\$ 80.000.00) for materials
funished or labor thereon of any bi	nd or for amounts d	ue under the Unemployment Insurance
Act with recognition such work or isl	oor, that said surery y	will pay the same in an amount not
exceeding the amount begingboye	set forth, and also in	case suit is brought upon this bond, will
nay in addition to the face amount to	hereof, costs and rea	rousdic expenses and tees, memoring
reasonable attorney's fees incurred	by the County in suc	cessfully enforcing such obligation, to
he awarded and fixed by the court a	nd to be taxed as co	sts and to be included in the judgment
therein randered.		
Historic vollanceau		
This barahy avenessly stimulated and	screed upon that thi	s bond shall inure to the benefit of any
and all marrows communist and com	ordione entitles to fi	ull claims under Title 15 (commencing
with Section 3082) of Part A of Physic	sion 3 of the Civil C	ode, so as to give a right of action to
them or their assigns in any suit broa	soft man this band	Jan, 20 11 11 11 11 11 11 11 11 11 11 11 11 11
fileth of cheff sprikes to mit soit plot	PER MAN KING CANTE	
Should the condition of this hand be	fully performed the	en this obligation shall become null and
yold; otherwise, it shall be and rema	in in full force and e	Ffect.
Anto anior area is press to and lemis	THE EAST TOTAL WILL D	
	•	

RECEIVED

MAR 1 9 2007

Travelers Bond - Spokene, WA

MATERIAL AND LABOR BOND

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

above named, on <u>March 19</u> NAME OF PRINCIPAL: <u>A. Murub</u>			
			-
AUTHORIZED SIGNATURE(S): By: _	Tide		
		. ·	.
some of the same o	Title		
and the second of the second o	• *		
	Title	*.	_ '
	(IF CORPORAT	TION, AFFIX SEAL)	
NAME OF SURETY: Travelets Sa	sualty and Surety	Company of Americ	<u> </u>
AUTHORIZED SIGNATURE:	uther H	de	- !
Its At	tomey-in-Fact Judith	A. Rapp Title Acc	orney-in-Fact
		ion, affix seal)	

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

State of Washington

County of Spokane

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

WITNESS my hand and official scal,

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



SUBDIVISION MONUMENT BOND

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

	• •
•	Tract/Parcel Map No. 31391
·	Bond No. 104884782
Travelers Casualty and Sure	Principal A. Murphy Rench LLC
Surety Company of America	Address 11870 Pierce Street, Suite 100
Address 707 W. Main, Suite 300	City/State Riverside. CA
City/State Spokene, WA	Zip 92505
Zip 99201 . Phone 509-535-9178	Phone 951-710-1913

KNOW ALL MEN BY THESE PRESENT	S-
WALL STREET BY THE SELECTION	
The A Morenby Pomob TIC	
That, A. Murphy Ranch LLC	Casualty and Surety Company of America
Subdivider, as principal, and <u>Travelers</u>	and severally bound to pay to the County of Riversida
a corporation, as surety, are needy jointly a	ar Hundred 4 0@ Ollars (\$ 27,400.00).
the 20th of Theory Seven Thousand to	It Builds the 4 A Bounds to The State of the
one	reas the subdivider, as a condition of the filing of the
the condition of this congenion is that, with	Text tip Strong vices, as a contact an appearant with the
mai map of Traci/Parcei Map Number	entered into an agreement with the
County of Riverside to set Survey Monume	nts and The Points in said tract and furnish The Notes
herefore and to pay the engineer or surveyo	or performing the work, in full, within 30 days after
completion.	
violed term thereof or of any extension of	il well and truly perform said agreement thiring the said term that may be granted by the County of ty, then this obligation shall become null and void: ffect.
ere shall be included costs and reasonable	ad in addition to the face amount specified therefore expenses and fees, including reasonable attorney's

fees, incurred by the County in successfully enforcing such ob and included in any judgment rendered.

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

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MAR 1 9 2007

Travelors Bond - Spokane, WA

SUBDIVISION MONUMENT BOND

IN WITHESS WHEREOR, this instrument has been duly executed by the principal and surery above named, on	*.3
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
AUTHORIZED SIGNATURE(S): By:	
Title	
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America	::
AUTHORIZED SIGNATURE: Its Attorney-in-Fact Judich A. Happ Title Attorney-in-Fact	act
(IF CORPORATION, AFFIX SEAL)	

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

.07

State of Washington

County of Spokane

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

WITNESS my hand and official seal,

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



Page 13 of 87

RECEIVED

FAITHFUL PERFORMANCE BOND

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

MAR 1 9 2007 Travelors Bond - Spokane, WA

FOR: Streets and Drainage \$2,532,000 Water System \$ 454,000 Sewer System \$ 360,500 Travelers Casualty and Sured Suredy Company of America Address 707 W. Main, Suite 300 City/State Spokane, WA	ty Principal A. Murphy Ranch LLC Address 11870 Pierce Street, Suite 100	
Zip 99201	Zip 92505	•
Phone 509-535-9178	Phone 951-710-1913	
WHEREAS, the County of Riverside, State A. Murphy Ranch LLC (hereinafter designated as "principal") have	entered into, or are about to enter into, the attached	क्षेत्र कृष्ट
improvements relating to (Tract/Parcel) 31	which agreement(s) is/are hereby	
referred to and made a part hereof; and,		
-		
the faithful performance of said agreement	Travelers Casualty and Surety	
to the market bearing to be sent that C	Tounty of Pritercioe in the Denai Suit Vi	n Inree
I TI TI I A Claire of Emmilia more work of tithich	WILL AND INITIALLY INCIDENCE AND ADDRESS OF THE PARTY OF	13
heirs, successors, executors and administrati	ors, jointly and severally, mittly of move Providence	<u>~\$</u> *
executors, administrators, successors or assi and truly keep and perform the covenants, or any alteration thereof made as therein provide the time and in the manner therein specified	if the above bonded principal, his or its heirs. igns, shall in all things stand to and abide by, and well conditions and provisions in the said agreement and ded, on his or their part, to be kept and performed at and in all respects according to their true intent and uless the County of Riverside, its officers, agents and bligation shall become null and void; otherwise, it	ing the
	1	

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

on Three

FAITHFUL PERFORMANCE BOND

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

in Three

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).

	İ
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on	
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
	on Three
AUTHORIZED SIGNATURE(S): By:	
Title	. · ·
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	:
NAME OF SURETY: Travelers Casualty and Surety Company of America	
AUTHORIZED SIGNATURE: Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-	n-Fact m (by co
(IF CORPORATION, AFFEX 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)

		Tract No. 31391-4	•	W. Buck
FOR: Streets and Drainage \$1,266,000	-00	Parcel Map No.		
Water System \$ 227,000		Bond No. 104884783		
Sewer System \$ 180,250		Premium Incl. in Perf.	Prem.	
Travelers Casualty and Sure	ty	ricinum, 1001. 11.C	- - ·	
Surety Company of America		A. Murphy Ranch LLC 11870 Pierce Street, Suite	100	
Address 707 W. Main St., Suite 300	Address	Discouling Ch	-	
City/State Spokane, WA	-	Riverside, Cà	-	
Zip 99201		92505	-	
Phone 509-535-9178	Phone	951-710-1913	-	
		5		
WHEREAS, the County of Riverside, State	of California	i, and	-	
A. Murphy Ranch LLC		have a teriore the effect	.bod	
(hereinafter designated as "principal") have	entered into,	of are about to enter into, the attac		
agreement(s) whereby principal agrees to ins	stall and com	iplete the above designator prom		
improvements relating to (Tract/Parcel) _31	391-4	", Milich asterneside) is no note.		
referred to and made a part hereof; and,		3*		41
		t to	the	A Sheet
WHEREAS, under the terms of said agreem	eut, buncilia	is required, before emering upon	***	
performance of the work, to file a good and	sufficient pa	yment bond with the county of	cion	
Riverside to secure the claims to which refer	rence is made	5 W 1106 12 (commencing area of	COCI	
3082) of Part 4 of Division 3 of the Civil Co	ide of the Sta	tie of California;		
			.15	
NOW, THEREFORE, said principal and the	undersigned	L as corporate surety, are noted into	and	
unto the County of Riverside and all contract	tors, subcont	ractors, taboters, material passons	. R1 v	Hundred
other persons employed in the performance of	oi said Civil	One in the said of the characterist	5	Mawa - 4
venty Three Thousand Two Hundred F.	E NO/100.	S (3 1.6/3,230.00) for material	nco.	
urnished or labor thereon of any kind, or for	amounts du	e under the Unemployment mount	1147	
Act with respect to such work or labor, that s	and surety w	ill pay the same in an antoput not	3375	
exceeding the amount hereinabove set forth.	and also in c	ase and is prought about this cond	, *****	
say in addition to the face amount thereof. C	cosis and reas	ionable expenses and rees; moreon	145	
easonable attorney's fees, incurred by the Co	ounty in succ	essfully enforcing such congauch	i, iO	
e awarded and fixed by the court, and to be	taxed as cost	is and to be included in the judgm	AN	
herein rendered.		•		∵€
•				
is hereby expressly stipulated and agreed up	pon that this	bond shall inure to the benefit of	any	
nd all persons, companies and corporations	entitles to fu	Il cisims under l'us 10 (commess	21115	
ith Section 3082) of Part 4 of Division 3 of	the Civil Co	de, so as to give a right of action i	.0	
nem of their assigns in any suit brought upon	n this bond.	•		

Should the condition of this bond be fully performed, then this obligation shall become null and

void; otherwise, it shall be and remain in full force and effect.

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MAR 1 9 2007

Travelers Borro - Spokane, WA

ATTORNEY-IN-FACT.

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.

hereby waived by surety.	
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on	
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
AUTHORIZED SIGNATURE(S): By:	
Tide	
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America	
AUTHORIZED SIGNATURE:	
lts Auomey-in-Fact Judith A. Rapp Title Attorney-1	n-Fact
(IF CORPORATION, AFFIX SEAL)	
TTACH NOTABIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND	

No. 1954 P. 17 Filed 09/25/2008 Page 17 of 87

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State of Washington

County of Spokene

On Marc	h 19, 2007	before me,	Lois K.	Glubrecht
		personally appeared	Judith A.	Rapip
		personally	known to b	e to be the person
whose name i	s subscribed to the	within instrument and ac	knowledged	to me that he/she
executed the s	same in his/her auth	onized capacity and that	by his/her s	ignature on the
instrument the	person, or the entit	y upon behalf of which	the person a	cted, executed the
instrument.				

WITNESS my hand and official seal,

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



18

13

SUBDIVISION MONUMENT BOND

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

•	· .		
•	Tract/Parcel Map No. 31391-4		
	Bond No. 104884784		
Travelers Casualty and Surety	Principal A. Murphy Ranch LLC		
	Address 11870 Pierce Street, Suite 100		
	Address 118/0 Pleice Sciency Gazage		
	City/State Riverside. CA		
Zip 99201	Zip 92505		
Phone 509-535-9178	Phone 951-710-1913		
KNOW ALL MEN BY THESE PRESENTS: That, A. Murphy Ranch LLC			
subdivider as principal and Transfers Ca	sualty and Surety Company of America		
a accompliant or current one hearby injuly and	severally bound to pay to the County of Riverside		
the sum of Sixty Two Thousand Nine Hu	ndred & No/100ollars (\$ 62,900.00).		
die som of print, rate modernie			
final map of Tract/Parcel Map Number 313 County of Riverside to set Survey Monument	as the subdivider, as a condition of the filing of the 91-4 entered into an agreement with the s and Tie Points in said tract and furnish Tie Notes performing the work, in full, within 30 days after		
NOW, THEREFORE, if the subdivider shall well and truly perform said agreement during the original tern 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.			
there shall be included costs and reasonable ex	in addition to the face amount specified therefore, penses and fees, including reasonable attorney's forcing such obligation, all to be taxed as costs		

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

RECEIVED

MAR 1 9 2007

Travelers Board - Spokans, WA

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surely above named, on	:£
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
AUTHORIZED SIGNATURE(S): By:	
AUTHORIZED SIGNATORE(S). ByTitle	
Title	
Title	<i>:</i> *.
(IF CORPORATION, AFFIX SEAL)	· .
NAME OF SURETY: Travelers Casualty and Surety Company of America AUTHORIZED SIGNATURE: Its Attorney-in-Fact Judith A. Rapp Title Attorney-i	n-Fact
(IF CORPORATION, AFFIX SEAL)	

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

1954 7. 20 Page 20 of 87

State	of 3	Was	hin	etor
uaw	v		~~~	E.VI

County of Spokane

personally appeared Judith A. Rapp

personally known to be to be the person

whose name is subscribed to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal,

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



P, C, L V

25

FAITHFUL PERFORMANCE BOND

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

POR: Streets and Drainage \$3,858,000.	00 Tract No. 31391-1-2-3-4
7	The state of the s
. Sewer System \$ 287,000.	427 700 00
Travelers Casualty and Surety	
	Principal A. Murphy Ranch LLC Address 11870 Pierce Street, Suite 100
Address 707 W. Main, Suite 300	Address 11870 Pierce Screet, Saice 100
City/State Spokane, WA	City/State Riverside, CA
Zip 99201	Zip 92505
Phone 509-535-9178	Phone 951-710-1913
WHERBAS, the County of Riverside, State of A. Murphy Rauch LLC	
(hereinafter designated as "principal") have er	ntered into, or are about to enter into, the attached
coreement(s) wherehy principal agrees to inst	all and complete the above designated poone
improviements relating to (Tracs/Parcel) 3139	1-1-2-3-4, which agreement(s) is/are hereby
referred to and made a part hereof; and,	
IPINETIAN OF MICE STRANG OF PARTY MARRIES AND A	
trainer heriman of leadinging blow CAUGULIU	he terms of said agreement(s) to furnish bond(s) for
the faithful performance of said agreement(s):	
the timum berthimmes of and decommends.	Travelers Casualty and Surety
NOW, THEREFORE, we the principal and	Travelers desurity and solvey
NOW, IMPRIPORE, we me principal and	mty of Riverside in the penal sum of Four Mill ton Four
surery, are need and firmly bound unto me Cor	may of Riverside in the point out to a very money of
Hundred Forty Six Thousand Five Hundred	10/100 de la bornada que bind ourselves our
the United States, for the payment of which su	m will and truly be made, we bind ourselves, our
heirs, successors, executors and administrators	i, jointly and severally, firmly by these presents.
The condition of this obligation is such that if	the above bonded principal, his of its leas,
erecutors, administrators, successors or assign	s, shall in all things stand to and apide by, and well
and maly keep and perform the covenants, con-	ditions and bloatsions in the sam agreement and
any alteration thereof made as therein provided	on his of their part, to be kept and performed at
the time and in the manner therein specified, a	nd in all respects according to their due intent air
mosting and shall indemnify and save harming	ss the County of Riverside, its officers, agents and
amalasae as therein stratistat than this abli-	gation shall become null and void; otherwise, it
shall remain in full force and effect.	Danit 41
Snah temain in ion loice and elicci.	

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

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RECEIVED

MAR 1 9 2007

Travelers Bond - Spokane, WA

FAITHFUL PERFORMANCE BOND

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on	
NAME OF PRINCIPAL: A. Murphy Ranch LLC	Your
	7. V • 2.
AUTHORIZED SIGNATURE(S): By:	
Title	
Title	
Title	•
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America	
AUTHORIZED SIGNATURE: MIDELLE SEASO	
Its Attorney-in-Fact Judith A. Rapp Title Accorney-in	-Factour

(IF CORPORATION, AFFIX SEAL)

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

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MATERIAL AND LABOR BOND

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

FOR: Streets and Drainage \$ 2.327.500 Water System \$ 150.750 Sewer System \$ 143.500	-00	Parcel Map No. Bond No. 104884785
Travelers Casualty and Suret Surety Company of America Address 707 W. Main St., Suite 300 City/State Spokane, WA Zip 99201 Phone 509-535-9178	Principal	Premium Incl.in Perf. Prem. A. Murphy Rauch LLC 11870 Pierce Street, Suite 100 Riverside, CA 92505 951-710-1913
WHEREAS, the County of Riverside, State A. Murphy Ranch LLC (hereinafter designated as "principal") have agreement(s) whereby principal agrees to insimprovements relating to (Tract/Parcel) 313 referred to and made a part hereof; and,	entered into,	or are about to enter into, the attached

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of Two Million Six Hundred Twenty One Thousand Seven Hundred Fifty & Dollars (\$2,621,750.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees; including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendeted.

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

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

RECEIVED

MAR 1 9 2007

Travelers Brand - Spotane, WA

MATERIAL AND LABOR BOND

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on <u>March 19</u>		24
NAME OF PRINCIPAL: A: Murphy Raugh LLC		•
AUTHÓRIZED SIGNATURE(S): By:		*
Title		
Title		
Title		
(IF CORPORATION, AFFIX SEAL)		
NAME OF SURETY: Travelere-Sequalty and Surety Sompany of America		24
Its Attorney-in-Fact Judith A. Rapp Title Attorney-i	י-מ	fact
(IF CORPORATION, AFFIX SEAL)		

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

ect

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358

County of Spokene

On March 19, 2007	before me,	Lois K. Glubrecht
	ersonally appeared_	
	personally	known to be to be the person
whose name is subscribed to the wit	thin instrument and a	cknowledged to me that he/she
executed the same in his/her authori	ized capacity and that	by his/her signature on the
instrument the person, or the entity	upon behalf of which	the person acted, executed the
Indiament		

WITNESS my hand and official seal,

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

RECEIVED

SUBDIVISION MONUMENT BOND

MAR 1 9 2007

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

Travelans Bond - Spokane, WA

182

	Tract/Para Bond No.	el Map No. 31391-1-2-3-4 104884786	
Travelers Casualty and Surer Surery Company of America Address 707 W. Main, Suite 300 City/State Spokane, WA Zip 99201	Principal Address _	A. Murphy Ranch LLC 11870 Pierce Street, Suits 10 Riverside, CA 92505	0 •€5 •
Phone 509-535-9178		951-710-1913	
KNOW ALL MEN BY THESE PRESENTS	S:		
That, A. Murphy Ranch LLC)	
subdivider, as principal, and <u>Travelers</u> (asualty	and Surety Company of America	
a corporation, as surety, are hereby jointly ar the sum of <u>Sixty Three</u> Thousand One	nd severaliy	bound to pay to the County of Kiversion	RC .

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

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

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

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

ATTORNEY-IN-FACT.

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on	
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
AUTHORIZED SIGNATURE(S): By:	
Title	
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Cashalty and Surety Company of America AUTHORIZED SIGNATURE: Cashalty and Surety Company of America	
Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-Fact Judith A. R	n-Fact
ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND	

Document 7-16

State of Washington

County of Spokane

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

WITNESS my hand and official seal,

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



26

23

Document 7-16

RECEIVED

FAITHFUL PERFORMANCE BOND

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

MAR 1 9 2087 Tiavelers Bond - Spokane, WA

Four

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	FOR:	Streets and Drainage	\$ 1,912,000.00	Tract No. 31391-2	
		Water System	\$ 327,000.00	Parcel Map No.	
		Sewer System	\$ 168,500.00	Bond No. 104884787	
•		Travelers Casual	are and Curatur	Premium \$25,279.00	
	Comments	Company of Ameri		A Murphy Ranch LLC	
	Surery	COMPANY OF WHEFT			
		ss 707 W. Main, Su	TLE JUV ACCIONA	Riverside, CA	29
	-	tate Spokane, WA		92505	-/
	Zip	99201	Zip	951-710-1913	: •
	Phone	509-535-9178	Phone	332 120 2720	
	WHER	EAS, the County of R	liverside, State of Californ	nta, and	
		A. Murphy Ranch	LLC	- Late the exceptor	z
	(herein	after designated as "pr	rincipal") have entered in	to, or are about to enter into, the attached	
	agreem	ient(s) whereby princil	pal agrees to install and co	Outblets the Shoke northways	
	improv	rements relating to (Tr	act/Parcel) 31391-2	which agreement(s) is/are hereby	
	referre	d to and made a part h	ereof; and,		
		·			
	WHER	TAS said principal is	required under the terms	of said agreement(s) to furnish bond(s) for	er .
	the fait	hful performance of sa	aid soreement(s):	47	
	tito tere	titot bostottiminee es de	The second secon	ers Casualty and Surety	
	MOW!	THEREPORE we the		of America	
			and water the Corrects of D	iverside in the benat sum of two fitteen	n Four
	Suicly,	are nem and inting bo	Hundred & 00/100oi	lars (\$ 2,407,500.00) Jawful money of	.
Hanc	red Se	ven mousand rave	ment of which sum will a	nd truly be made, we bind ourselves, our	29
	the Um	led States, for the pay	- d administrative injetiv	and severally, firmly by these presents.	",
	heirs, si	nccessols, executors s	na samminsusiois, joinay	agge severally arenely	:
				handed principal his or its heirs.	
	The con	idition of this obligation	on is such that if the abov	e bonded principal, his or its heirs,	11
	executo	rs, edministrators, suc	cessors of assigns, shall i	n all things stand to and abide by, and we	
		u francia amili manifarma th	R 2001SINGON STORMONON A	BU BILLAISINIS III AIC Sain a Commission -	H
		-ution thanant made or	e therein orovided on his	or their part, to be kept and portornion T.	
	al aims	and in the monnet the	lik ti bak hadisam mana	respects according to dietr and inter-	1
		w and chall inclamaity	r and cove harmless the C	DRIVEN OI ICINCIBICE" 159 ALTROADS AGAING IN	
:	employe	es, as therein stipulat	ed, then this obligation sl	nall become null and void; otherwise, it	
	chall ter	main in full force and	effect.		
		•	•		
	Ac a nor	d of the obligation sec	ared hereby and in additi	on to the face amount specified therefore	
	us a har	er of the conference of	mid mesonohla arnenses s	and fees, including reasonable attorney's	
1	inete sn	sh og hichagga gozeg s	wire remonstance exferince t	21200 00 50000	.

fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs

and included in any judgment rendered.

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FAITHFUL PERFORMANCE BOND

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

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

	. !
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and su	rety
shove named, on <u>March 19</u> , 2007	
NAME OF PRINCIPAL: A. Murphy Reach LLC	-
	, and
•	-
AUTHORIZED SIGNATURE(S): By:	.
Tide	
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	
AME OF SURETY: Travelers Gasualty and Surety Company of America	
The hand of the state of the st	
Its Attorney-in-Pact Judith A. Rapp Title Attorn	ey-in-Fact
	T

(IF CORPORATION, AFFIX SEAL)

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

RECEIVED

MATERIAL AND LABOR BOND

MAR 1 9 2007

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

Transless Bond - Spokene, WA

FOR: Streets and Drainage \$ 956,000.00	Tract No. 31391-2	
Water System \$ 163.500.00		
Sewer System \$ 84.250.00		
: Travelers Casualty and Surety	b Total to Dave Dram	
Surety Company of America P	ringinal A. Murphy Ranch LLC	
	ddress 11870 Pierce Street, Suite 100	
City/State Spokane, WA. C	ity/State Riverside, CA	
	ip 92505	
	hone 951-710-1913	•
** ** ** ** ** ** ** ** ** ** ** ** **	10AV	* \$
WHEREAS, the County of Riverside, State of	California and	
A. Hurphy Ranch LLC	Cantotina, and	· s minikara.
A. Har billy Resident Bloom	tered into, or are about to enter into, the atteched	VED
(neremaner designated as principal) have en	elet (litt), of all about to other designated Diblic	んれれつ
agreement(s) whereby principal agrees to instal improvements relating to (Tract/Parcel) 3139	and complete the above ment's light hereby	2007
imbionalisms is a (11scn. steet) 3733	1-2 William agreement of the state of the st	W greet
referred to and made a part hereof; and,		150,000
	advant to required before entering upon the	
WHEREAS, under the terms of said agreement	, principal is required, before entering upon the	
performance of the work, to file a good and suf	ricient payment doubt with and country of	
Riverside to secure the claims to which referen	ce is made in Title 15 (commencing with Section	
3082) of Part 4 of Division 3 of the Civil Code	of the State of Cartiothia,	
	de mineral on normarota surrety, are held firmly	•
NOW, THEREFORE, said principal and the un	dersigned, as corporate sorety, as notatively	
unto the County of Riverside and all contractors	s, supcontractors, ravorers, material parameters	Hundred
other persons employed in the performance of s	aid Civil Code in the sum of One Millon Two	
e Thousand Seven Hundred Fifty & 00/	10000Hars (3 1, 203+7,0000) for insurance	17.58
furnished or labor thereon of any kind, or for an	Journs due fillest tile outstibloymous month not	
Act with respect to such work or labor, that said	I Surely Will pay the same in an amount no	
exceeding the amount hereunabove set forth, and	d also in case suit is brought upon this bond, will	YED
pay, in addition to the face amount thereof, cost	s and reasonable experises and text mercanic	0447
easonable attorney's fees, incurred by the Coun	ity in successivity emotoring such congestion to	3003
e awarded and fixed by the court, and to be tax	ed as costs and to be included in an Jacobiani.	~电栅
herein rendered.		· + 4.72
	the Asia hand shall jours to the hanefit of Any	
t is hereby expressly stipulated and agreed upor	that this bond shan more to me conour or any	
nd all persons, companies and corporations ent	ities to this claims union trace to commending	
man singgram is saying or word R at 1 Westing is at the	A COMPANIE OF THE STATE OF THE	

Should the condition of this bond be fully performed, then this obligation shall become null and

them or their assigns in any suit brought upon this bond.

void; otherwise, it shall be and remain in full force and effect.

YEO IN

1.75

No. 1954 P. 32' Page 32 of 87

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	A STATE
NAME OF PRINCIPAL: A. Murphy Ranch LLO] 31 - T
AUTHORIZED SIGNATURE(S): By:Title	
Title	
Title	
(If corporation, affix seal)	
NAME OF SURETY: Travelers Cosualty and Surety Company of America	3.5
Its Attorney-in-Fact Judith A. Rapp Title Attorney-in	-Fact

(IF CORPORATION, AFFIX SEAL)

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

inel.

. "

State of Washington

County of Spokane

On March 19. 2007	before me,	Lois K. Glubrecht
	personally appeared	
		known to be to be the person
whose name is subscribed to the	within instrument and a	knowledged to me that he/she
executed the same in his/her auth-	orized capacity and that	by his/her signature on the
instrument the person, or the entit	y upon behalf of which	the person acted, executed the
instrument.		

WITNESS my hand and official scal,

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



RECEIVED

SUBDIVISION MONUMENT BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

MAR 1 9 2007

(Government Code Section 66496) Travolers Bond - Spokane, WA

	Tract/Parcel Map No31391-2 Bond No104884788	
Maria de la Proposition de la Compa	1	
Travelers Casualty and Sure Surety Company of America	Principal A. Murphy Kench Like	
Address 707 W. Main, Suite 300	Address 11870 Pierce Street, Suite 100	
City/State Spokane, WA	City/State Riverside, CA	
Zip 99201	Zip 92505	
Phone 509-535-9178	Phone 951-710-1913	34
KNOW ALL MEN BY THESE PRESENT	79.	
KNUW ALLMEN BI INCOETREDEN A	,52	<i>:</i> · .
That A. Murphy Ranch LLC		Mortod
mindisider in mineral and Myeralere	Casualty and Surety Company of America	VED
a composition, as surety, are hereby jointly (and severally bound to pay to the county of the county of	~
the sum of Thirty Five Thousand Two	Hundred & 00 Dollars (\$35,200,00).	
	· '	••
The condition of this obligation is that, who	creas the subdivider, as a condition of the filing of the	3
Engl man of TroM/Darcel Man Number 3	1301-2 entered into an agreement with the	•
Cointy of Riverside to set Survey Morante	ents and Tie Points in said tract and turned the trope	
therefore and to pay the engineer or surveyor completion.	or performing the work, in full, within 30 days after	
TOTAL STEED FRONDER IS also sub-livides abo	li well and truly perform said agreement during the	
YOW, THEREFORE, IT the supulytool sha	in well and their personned by the County of	
organal terr thereof, of or any extension of	said term that may be granted by the County of ety, then this obligation shall become null and void;	
diverside, with or without houce to the sur- therwise, it shall remain in full force and e	ffect.	
n a nort of the philipation secured hereit a	nd in addition to the face amount specified therefore,	
and about the opinion to the same and researching to the same and researching the same and resea	expenses and fees, including reasonable attorney's	
en incurred by the County in successfully	enforcing such obligation, all to be taxed as costs	VED
nd included in any judgment rendered.		-11.4
t	no change, extension of time, alteration or addition	
the street of this appearant of to the street	k to be performed thereunder or the specifications	
ine terms of this agreement of to the work	ent its obligation on this bond, and it does hereby	

I 10 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 surery'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	1.0
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
	W.C.
	· 20.5
AUTHORIZED SIGNATURE(S): By:	
Title	
	•
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Caqualty and Surety-Company of America	
AUTHORIZED SIGNATURE Its Attorney-in-Fact Judith A. Rapp Title Attorney-in-	-Fact
·	
(IP CORPORATION, AFFIX SEAL)	
ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND	

ATTORNEY-IN-FACT.

State of Washington

County of Spokane

On_	March 19, 2007	before me,_	Lois K. Glubrecht
		personally appeared_	Judith A. Rapp
		personall	y known to be to be the person
whose	name is subscribed to the	ie within instrument and s	icknowledged to me that he/she
execut	ed the same in his/her at	nthorized capacity and the	t by his/her signature on the
instrun	nent the person, or the en	ntity upon behalf of which	the person soled, executed the
instrun	ient.		

WITNESS my hand and official seal,

Notary Public in and for the State of Washington Residing in Spokane O1/08/2008



RECEIVED

FAITHFUL PERFORMANCE BOND

MAR 1 9 2007

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

Travelers Bond - Spokane, WA

	9.00 Tract No. 31391-3	
FOR: Streets and Drainage \$ 2,194,000	a so Tamal Man No	
Water System \$ 414,000	0.00 Parcel Map No.	
Sewer System \$ 363,500	0.00 Bond No. 104884789	
Travelers Casualty and Suret	ty Premium \$31,201.00	
Surety Company of America		
Address 707 V. Main, Suite 300	Address 11870 Pierce Street, Suite 140	
City/State Spokane, WA	City/State Kiverside, US	
Zip 99201	Zip 92505	
Phone <u>509-535-9178</u>	Prione 951-710-1913	
	·	
WHERBAS, the County of Riverside, State	of California, and	
A Burning Ranch LLC		
Charainsflor decimated as "natural" have	entered into, or are about to enter into, the attached	
a manufacture reference to income	etall and complete file south designation brown	
agreements whereby principal agrees to in-	1391-3 which agreement(s) is/are hereby	
referred to and made a part hereof; and,		
referred to sun insees a barr noteor, and,		
www.www.bb.s.cl. A.S.J. a. S. a.S. a. S. www.wasiand.com.dos	r the terms of said agreement(s) to furnish bond(s) for	
WHEREAS, said principal is required under	I HIG Willio Di aura altrania	
the faithful performance of said agreement(s	S),	
The same and the same transport of the same state of the same stat	Travelers Casualty and Surety	
NOW, THEREPORE, we the principal and	County of Riverside in the penal sum of ***Two Million Five Dan. (52, 971, 500,00) lawful money of	
surety, are held and firmly bound unto the C	Person in 1992 471, 500, 00) lawfirl money of	
White windred Sevency one Industric	Five Dollars (\$2,971,500.00) lawful money of sum will and truly be made, we bind ourselves, our	
the United States, for the payment of which:	sum will and truly of made, we onto ourselvest	
heirs, successors, executors and administrate	ors, jointly and severally, firmly by these presents.	
The condition of this obligation is such that i	if the above bonded principal, his or its heirs.	
anamam administratory currecents of secit	the shall in all fulles stated to said acres of the file	
and a strength of the configuration and strength of the contract of the contra	ANGILIOUS BUY DEDAINING THE CITY ON A PROPERTY OF THE PROPERTY	
any alteration thereof made as therein provide	led on his of their part, to be kept mic position —	
They were an array or a control of the control of t	to their tare intent and	

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

shall remain in full force and effect.

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

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FAITHFUL PERFORMANCE BOND

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on	
NAME OF PRINCIPAL: A. Hurphy Ranch LLC	
) *:
AUTHORIZED SIGNATURE(S): By:Title	
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America	
AUTHORIZED SIGNATURE Ils Attorney-in-Pact Judith A. Rapp AUTHORIZED SIGNATURE Title Attorney-in-Pact AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE Title Attorney-in-Pact AUTHORIZED SIGNATURE AUTHORIZED SIGNA	r-Fact UN

(IF CORPORATION, AFFIX SEAL)

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

RECEIVED

MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

MAR 1 9 2007 Travelers Books - Spokane, WA

POR: Streets and Drainage \$1,097,000.00 Tract No. 11391-3 Water System \$ 207,000.00 Parcel Map No. Sewer System \$ 181.750.00 Bond No. 104884789 Travelers Casualty and Surety Premium (included in Perfect Surety Company of America Principal A. Murphy Ranch LLC Address 707 W. Main St., Suite 300 Address 11870 Pierce Street, Suite 1 City/State Spokane, WA City/State Riverside, CA Zip 99201 Zip 92505 Phone 509-535-9178 Phone 951-710-1913	1 12	
WHEREAS, the County of Riverside, State of California, and		
A. Murchy Ranch LLC		
(hereinafter designated as "principal") have entered into, or are about to enter into, the attache	d	
agreement(s) whereby principal agrees to install and complete the above designated public		
improvements relating to (Tract/Parcel) 31.391-3, which agreement(s) is/are hereby	3 11	
referred to and made a part hereof; and,	240, WA	
WHERHAS, 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 an other persons employed in the performance of said Civil Code in the sum of ***One Millior Hundred Eight? Five Thousand Saven HundFollars (\$1,485,750.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, we pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment	Four	-
therein rendered.	8,64	

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.

nave Boad)

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

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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 beenly waived by surety.

neredy waived by surely.	
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and sure above named, on <u>March 19</u> , 2007	ty
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
AUTHORIZED SIGNATURE(S): By:	టాండ్ సింది
Tille	
Title	
Title	-
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America	
AUTHORIZED SIGNATURE: Toluthor. Title Attorne	v-in-Fact
Judith A. Rapp	
GF CORPORATION, AFFIX SEAL)	1

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

Chara	of Washington	
NIME	OI Wasumeto	Π

County of Spokane

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

WITNESS my hand and official seal,

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



Filed 09/25/2008

SUBDIVISION MONUMENT

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

RECEIVED

MAR 1 9 2007

sians Bood - Spekasse, WA

	. Harris Cana Pi
	Tract/Parcel Map No. 31391-3
	Bond No. 104884790
	l l
Travelers Casualty and Sur	ety
Surety Company of America	Principal A. Murphy Ranch LLC
Address 707 W. Main, Suite 300	Address 11870 Pierce Street, Suite 100
City/State Spokane, WA	City/State Riverside, CA
Zip 99201	Zip 92505
Phone 509-535-9178	Phone 951-710-1913
	•
KNOW ALL MEN BY THESE PRESEN	TS:
The state of the s	
That, A. Murphy Rench LLC	
cubdivider as principal and Travelers	Casualty and Surety Company of America
a commention as surety are hereby identify	and severally bound to pay to the County of Riverside
a corporation, as servey, are noticely formed	fundred and no Dollars (\$60,900.00
the sum or washers and after the	cents***
em did	nereas the subdivider, as a condition of the filing of the
The condition of this oppigation is that, we	201_2 antered into an somement with the
that map of fracti Sarcer Map Manuer 31	391-3 entered into an agreement with the
County of Riverside to set Survey Monute	ents and Tie Points in said tract and furnish Tie Notes
	yor performing the work, in full, within 30 days after
completion.	
•	a the second state of the
NOW, THEREPORE, if the subdivider sh	all well and truly perform said agreement during the
original tern thereof, or of any extension o	f said term that may be granted by the County or
Riverside, with or without notice to the su	rety, 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	e expenses and fees, including reasonable attorney's
face incured by the County is surreceful	y enforcing such obligation, all to be taxed as costs
ces, incured by the Courty in succession	A Attracted poor positions and an analysis
and included in any judgment rendered.	•

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

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on March 19 2007	-
NAME OF PRINCIPAL: A. Murphy Ranch LLC	
AUTHORIZED SIGNATURE(S): By:	
Title	
Title	-
Title	;-;
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America	
Its Attorney-in-Fact Title Attorney-1: Judith A. Rapp	-Fact
(IF CORPORATION, AFFIX SEAL)	

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

State of Washington

County of Spokane

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

WITNESS my hand and official seal,

Residing in Spokene

Commission Expires: 01/08/2008

FAITHFUL PERFORMANCE BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government	. C000 000H		31390-2 (and portions o	£
FOR: Streets and Drainage \$ 3,683,50	0.00	Tract No.	Tracts 31	390 and 31390-	1)
Water System \$ 613.00	0.00	Parcel Mi	ip No		
Sewer System \$ 407,00	0.00	Boad No.	10490897	<u> </u>	
Travelers Casualty and Su			\$49,387.0)0	
Surely Company of America	Poncinal	A. Murphy	Rauch, LI	.C	
Address 707 W.Main. Ste. 300	Address I	1870 Pierc	e Street.		, .
City/State Spokane, WA	City/State	Riverside	. CA		4
Zip 99201	Zin	92505			
Phone 509-835-7550/509-535-9178	Phone	951-710-1	913		
11000 703 033 13301 303 337 741	211000				
WHEREAS, the County of Riverside, State	at Californi	a and			
A. Murphy Ranch, LLC	Of CONTROLLS	æ			••
(hereinafter designated as "principal") have	anternal into	or are about	o enter into, i	the attached	
salecment(e) supercph burneibs; salece to ing	pinerer min	, of all the ebr	ve designated	public	
agreement(s) whereby brincipal agrees to ma	i sov". Kvii siki cat	ood sid selqu	esment(e) isli	are berthy	
improvements relating to (Tract/Parcel) 31	1370-2	MITICIT OFF	OCIECIE(a) IOC	2,2,000	
referred to and made a part hereof; and,				1	
Wilderman Administration of the Control of the control of the Cont	. sh	.e.a.iä aamami	forest or favore	sh bond(s) for	
WHEREAS, said principal is required under	, the terms o	il said afterm	today to series		
the faithful performance of said agreement(s	<i>አ</i>				
	Traveler	s Casualty	and Suret	, 85	
NOW, THEREFORE, we the principal and	Company	OI AMELIC	i and off	HEFOUR MITTO	n
surety, are held and firmly bound that the Co Seven Hundred Three Thousand a No	ounty of His	receide in ine i	EURI SIMU OI	ful money of	-
Seven mandred thing himsten & No	1/100Dona	75 (\$ <u>4,703</u> e	SUU UU IAWI	ter ments	
the United States for the navment of Which s	am wii an	d daily oc man	e' we nitte on	(tacil 400) Car	Ź
heirs, successors, executors and administrato	rs, jointly a	nd severally, I	many by mess	грессия.	
				: : : : : : : : : : : : : : : : : : : :	
The condition of this obligation is such that i	f the above	bonded princi	par, nis or its	Hous,	
SIZZE 10 ZIOZZSCORZ, STOTETRICIONE, STOCKSSOR	ms. shall in	all things stan	d to and ame	S DA' SUG-Men	
and trade learn and markers the commones of	aditions and	ti arokisiona it	the said agae	Sement and	

IJ and truly keep and perform the covenants, conany 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 humless the County of Riverside, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall regain in full force and effect.

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

RECEIVED

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MAY 0 3 2007

Travelets Bond - Spoland, WA

FAITHFUL PERFORMANCE BOND

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

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

IN WIINESS WHEREOF, this instrument has been duly executed by the principal and surely above named, on
NAME OF PRINCIPAL: A. Murphy Ranch, LLC
AUTHORIZED SIGNATURE(S): By:
Title
Tide
Title
(IF CORPORATION, AFFIX SEAL)
NAME OF SURETY: Travelers Casualty and Surety Company of America
AUTHORIZED SIGNATURE: Institutely-in-Fact Ann Mikkelsen Attorney-in-Fact
(IP CORPORATION, AFFIX SEAL)
ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND

ATTORNEY-IN-FACT.

RECEIVED

MAY 0 3 2007

Travelers Borni - Spokana WA

MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1) 31390-2 (and portions of Tract No.Tracts 31390 and 31390-1) FOR: Streets and Drainage \$2,293,000.00 Parcel Map No. 306.500.00 Water System Bond No. 104908979 203.500.00 Sewer System Premium (Incl.in Performance Bond Travelers Casualty and Surety A. Murphy Rench, LLC Principal Surety Company of America Address 11870 Plerce Street, Suite 100 Address 707 W.Main. Ste.300 City/State Riverside, CA City/State Spokane, WA 92505 Zip Zip_ 9920I 951-710-1913 Phone 509-835-7550/509-535-9178 Phone WHEREAS, the County of Riverside, State of California, and A. Murphy Ranch, LLC (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public , which agreement(s) is/are hereby improvements relating to (Tract/Parcel) 31390-2 referred to and made a part hereof; and, s of WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California; NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of ***Two Million Eight Dollars (\$2.803.000.00) for materials

other persons employed in the performance of said Civil Code in the sum of ***Two M1111 on other persons employed in the performance of said Civil Code in the sum of ***Two M1111 on Hundred Three Thousand & No/100*** Dollars (\$2,803,000.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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MAY 0 3 2007

Travelars Bond - Spokans, WA

7:1

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 WHEREOR, above named, on	this instrument has been duly executed by the principal and surety. May 2, 2007	50
NAME OF PRINCIPAL: _	A. Murphy Ranch, LLC	
AUTHORIZED SIGNATU	RE(S); By:Title	
	Title	
	Title	
	(IF CORPORATION, AFFIX SEAL)	
HAME OF SURETY: <u>Tra</u>	RE:	
	Its Attorney in Fact Jo ann Mikkelsen Attorney In (IF CORPORATION, AFFIX SHAL)	-Fact
	M. COTTO DESIGNATION AS A SECOND	

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

Sep. 4. 2008 10:4/AM

No. 1954 P. 51

State of Washington

County of Spokane

Qn_	May 2, 2007	before me,	Lois K. Glubrecht	
		personally appeared	Jo Ann Nikkelsen	
		personally	known to be to be the person	
whose	name is subscribed to th	e within instrument and ac	knowledged to me that heishe	
		•	by his/her signature on the	
instrument the person, or the entity upon behalf of which the person acted, executed the				
inetrum	neof			

WITNESS my hand and official scal,

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



waived by smety.

Filed 09/25/2008

SUBDIVISION MONUMENT BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66496) Tracks 31390-2 (and portions

	Tract/Parcel Map No. of Tracts 31390 and 31390)-1)
•	Tracuparcol Map No. 1	
	Bond No. 104908980	
Travelers Casualty and Sur	rety	
Smery Company of America	Principal A. Murphy Ranch, LLC	
Address 707 W.Main, Ste. 300	Address 11870 Pierce Street, Suite 100	•
City/State Spokane, WA	City/State Riverside, CA	
Zip 99201	Zio 92505	
Phone 509-835-7550/509-535-9178	Phone 951-710-1913	
KNOW ALL MEN BY TRESE PRESENTS That, A. Murphy Ranch, LLC subdivides, as principal, and Travelers of a corporation, as surety, are hereby jointly as the sum of ***Eighty One Thousand One and No/? The condition of this obligation is that, when final map of Tract/Parcel Map Number 313 County of Riverside to set Survey Monument therefore and to pay the engineer or surveyor	Casualty and Surety Company of America and severally bound to pay to the County of Riverside the Hundred Dollars (\$ 81,100.00).	;ions 7-1)
aridizal term thereof acof any extension of \$	i well and truly perform said agreement during the said term that may be granted by the County of y, then this obligation shall become null and void; feet.	
there shall be included easts and macanable t	d in addition to the face amount specified therefore, expenses and fees, including reasonable attorney's enforcing such obligation, all to be taxed as costs	
to the terms of this agreement or to the work accompanying the same shall in anywise affer while pooles of any such change, extension of	no change, extension of time, alteration or addition to be performed flucrounder or the specifications at its obligation on this bond, and it does hereby if time, alteration or addition. Surety further extion 2843 of the Civil Code and commencement of	(10n:

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

Travelers Bond - Spolane, WA

(ros)-1;

SUBDIVISION MONUMENT BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on May 2 2007	
NAME OF PRINCIPAL: A. Murphy Ranch, LLC	
AUTHORIZED SIGNATURE(S): By:	
Tide	loss
Tide	7-13
Tide	-
(IF CORPORATION, AFFIX SEAL)	100
NAME OF SURETY: Travelers Casualty and Surety Company of America	
AUTHORIZED SIGNATURE: Its Authories and Ann Mikkelseitle Attorney	-in-Fact
(if corporation, affix seal)	
ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.	

No. 1954 P. 54 Page 54 of 87

State of W	ashingtor
------------	-----------

County of Spokane

54

On	May 2, 2007	before me,	Lois K. Glubrecht
V.,		personally appeared	
		personally	known to be to be the person
whose n	ame is subscribed to th	e within instrument and a	knowledged to me that he/she
			by his/her signature on the
		•	the person acted, executed the
instrum	ent.		

WITNESS my hand and official scal,

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



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

	FOR: Streets and Drainage \$2,607,500.00 Tract No. 31390	
	17 mg 8 518 500:00 Parca roup ou	•
	S 260 000 00 Bond No. 104908981	
	DOWN D Jacob	:
	Traggrers Asserted and served	
		55
•	City/State Spokane, WA City/State Riverside, CA	- 3
	Zin 99201 Zip 92505	
	Phone 509-835-7550/509-535-9178 Phone 951-710-1913	
	WHEREAS, the County of Riverside, State of California, and	
	(hereinafter designated as "principal") have entered into, or are about to enter into, the attached	
	agreement(s) whereby principal agrees to install and complete which agreement(s) is/are hereby improvements relating to (Tract/Parcel) 31390 which agreement(s) is/are hereby	
	Mitth A Lotterer or showing on Lune	
	referred to and made a part hereof; and,	
	WHERBAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for	
	Williams, and paragraph to adjust amount of the	
	the faithful performance of said agreement(s); Travelers Casualty and Surery	
	NOW, THEREFORE, we the principal and Company of America as surely, are held and firmly bound unto the County of Riverside in the penal sum of Three Hillion Seventy Five Thousand and No/100 Dollars (\$3.375.000.00) lawful money of Dollars (\$3.375.000.00) lawful money of the county of	Three
	surely, are held and firmly bound unto the County of Kiverana in the permit appear of	
iningred	Seventy Five Thousand and not too Dollars (\$3.375.000.00) taxes and	
	AT A STATE OF THE PROPERTY OF	55
	the United States, for the payment of which sunt with and severally, firmly by these presents. heirs, successors, executors and administrators, jointly and severally, firmly by these presents.	. `
	The condition of this obligation is such that if the above bonded principal, his or its heirs.	
	The condition of this obligation is such that it the accept bottless participate, and abide by, and well executors, administrators, successors or assigns, shall in all things stand to and abide by, and well executors, administrators, successors or assigns, shall in all things at and a side agreement and	
	executors, administrators, successors or assigns, wastern and transfer in the said someoment and	
•		
	meaning, and spail indemnity and save natures the county of and void; otherwise, it employees, as therein stipulated, then this obligation shall become null and void; otherwise, it	
	studiology's student submared men ma confermen	
	shall remain in full force and effect.	
	As a part of the obligation secured hereby and in addition to the face amount specified therefore,	
	As a part of the obligation secured nercoy and in account to the importing reasonable attorney's	
	As a part of the obligation secured naccy and in automotion to the obligation and reasonable attorney's there shall be included costs and reasonable expenses and fees, including reasonable attorney's	

fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs

and included in any judgment rendered.

Three

RECEIVED

MAY 0 3 2007

Travelers Bond - Spokene, WA

FAITHFUL PERFORMANCE BOND

larec

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, atteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on	
NAME OF PRINCIPAL: A. Murphy Ranch, LLC	Inces
	12/4
AUTHORIZED SIGNATURE(S): By:Tide	
Title	
Tide	
(IF CORPORATION, AFFEX: SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America AUTHORIZED SIGNATURE: Attorney-in-Paci _{jo Ann} Mikkelsen Title Attorney-in-Paci _{jo Ann} Mikkel	act flows
TOTAL AND A FIRM SEAL)	

(IF CORPORATION, AFFIX SEAL)

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

MATERIAL AND LABOR BOND COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

•	FOR: Streets and Drainage \$1.303.750.00 Tract No. 31390 Water System \$ 259.250.00 Parcet Map No	· .
•	Travelers Casualty and Surety Premium Incl. in Perr. Bond F. Shrety Company of America Principal A. Murphy Rench. LLC Address 707 W. Main, Ste. 300 Address 11870 Pierce Street, Suite 100 City/State Spokane, WA City/State Riverside, CA Zip 99201 Zip 92505 Phone 509-835-7550/509-535-9178 Phone 951-710-1913 WHBREAS, the County of Riverside, State of California, and	Z.H.
	(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31390 , which agreement(s) is/are hereby referred to and made a part hereof; and. WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;	25-4 e
Eighty	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 <u>One Million</u> Six Seven Thousand Five Rundred & No/100 Dollars (\$1,687,500.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.	Hundrad

It is hereby expressly stipulated and agreed upon that this bond shall inuxe to the benefit of any and all persons, companies and corporations entities to full claims under Title 13 (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 yold; otherwise, it shall be and remain in full force and effect.

RECEIVED

MAY 03 2007

Travelers Bond - Spokane, WA

ATTORNEY-IN-FACT.

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 WIINESS WHEREOF, this instrument has been duly executed by the principal and surery above named, on May 2	58
NAME OF PRINCIPAL: A. Murphy Ranch, LLC	
AUTHORIZED SIGNATURE(S): By:	:
Title	
Title	
Title	
(IF CORPORATION, AFFIX SEAL)	
IAMBOF SURETY: Travelers Casualty and Surety Company of America	
Off Attorney-in-Fact Jo Ann Mikkelsen Attorney-in-Rect	58 u ct .:
(IF CORPORATION, AFFEX SEAL)	

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND

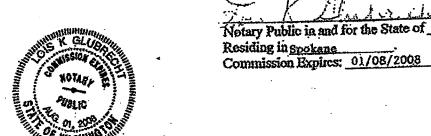
State of Washington

County of Spokane

On May 2, 2007	before me.	Lois K. Clubrecht
1131 23 200		
per per	rsonally appeared	
Jo Ann Mikkelsen	personally	known to be to be the person
whose name is subscribed to the with	in instrument and ac	knowledged to me that he/she
executed the same in his/her authoriz-	ed capacity and that	by his/her signature on the
instrument the person, or the entity up	oon behalf of which t	he person acted, executed the
instrument.		

WITNESS my hand and official seal,

Washington



SUBDIVISION MONUMENT BOND

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

1	-
	Tract/Parcel Map No. 31390
	Bond No. 104908982
Travelers Casualty and Su	rory Premium: \$1,043.00
Surety Company of America	Discipal A. Murphy Ranch, LLC
Address 707 W.Main, Ste. 300	Address 11870 Pierce Street, Suite 100
City/State Spokane, WA	City/State Riverside, CA
	Zip 92505
Zip 99201 Phone 509-835-7550/509-535-9178	Phone 951-710-1913
Move 703-623-12201203-2770	I SROW
know all men by these presents	S:
That, A. Murphy Ranch, LLC	
subdivider, as principal, and Travelers	Casualty and Surety Company of America
ik Vitilioù Vrienni me chaeto se maitonana a	HI SEVERALLY DOUBLE TO DEVAN THE COURT OF YOUR
the sum of <u>Ninety Nine Thousand Th</u>	tee Handled Dollars (2551300100).
Final map of Tract/Parcel Map Number	reas the subdivider, as a condition of the filing of the 1390 contered into an agreement with the nts and Tie Points in said tract and furnish Tie Notes recriomaing the work, in full, within 30 days after
wising the wind are in the second and a second and a	I well and truly perform said agreement during the said term that may be granted by the County of ty, then this obligation shall become null and void; feet.
as a part of the obligation secured hereby an	d in addition to the face amount specified therefore

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

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

RECEIVED

MAY 0 3 2007

Travelers Bond - Spekane, WA

SUBDIVISION MONUMENT BOND

in Witness Whereof, this instrument has been duly executed by the principal and surety above named, on May 2, 2007	
NAME OF PRINCIPAL: A. Murphy Ranch, LLC	
AUTHORIZED SIGNATURE(S): By:	
Title	
Title	
Tide	
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America	
AUTHORIZED SIGNATURE: 2 2 2 Ann Mikkelserike Actorney-in-	Fact
(IF CORPORATION, AFFIX SHAL)	
ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-PACT.	

State of Washington

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County of Spokane

On May 2, 2007	before me,	Lois K. Glubrecht
	personally appeared	
Jo Ann Mikkelsen	personally	known to be to be the person
whose name is subscribed to the w	fithin instrument and a	cknowledged to me that he/she
executed the same in his/her author		
instrument the person, or the entity		•
institutiont.		

WITNESS my hand and official seal,

Washington Notary Public in and for the State of Residing in Spokane

Commission Expires: 01/08/2008



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MAY 0 3 2007

Travelors Bonel - Spokens, WA .

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

FOR: Streets and Drainage \$1,304,000.00 Tract No. 31390-1 Water System \$ 449,000.00 Parcel Map No. Sewer System \$ 121,500.00 Bond No. 104934014 Travelers Casualty and Surety Premium \$19,682.00 Surety Gompany of America Principal A. Murphy Ranch. LLC Address 707 W.Main, Ste. 300 Address 11870 Pierce Street. Suite 100 City/State Spokane, WA City/State Riverside, CA Zip 99201 Zip 92505 Phone 509-835-7550/509-535-9178 Phone 951-710-1913	* 5 3
WHEREAS, the County of Riverside, State of California, and A. Murphy Ranch, LLC (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public	
improvements relating to (Tract/Parcel) 31390-1, which agreement(s) is/me hereby referred to and made a part hereof; and,	
WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s); Travelers Casualty and Surety	
NOW, THEREFORE, we the principal and <u>Company of America</u> surety, are held and firmly bound unto the County of Riverside in the penal sum of One Million Surety, are held and firmly bound unto the County of Riverside in the penal sum of One Million Surety, are held and firmly bound unto the County of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of County of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the penal sum of One Million Surety of Riverside in the Penal Surety	•
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.	60
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 we and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Riverside, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.	
As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, included by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.	ght
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Vizvelers Bond - Spokane, V	S.P.

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FAITHFUL PERFORMANCE BOND

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

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

IN WITNESS WHEREOF, this instruct above named, on	nent has been duly executed by the principal and swety
NAME OF PRINCIPAL: A. MU	rphy Ranch, LLC

AUTHORIZED SIGNATURE(S): By:	
• • • • • • • • • • • • • • • • • • • •	Title
• •	Title
	•
. •	Title
•	(IF CORPORATION, AFFIX SEAL)
NAME OF SURETY: Travelers Ca	asualty and Surety Company of America

lis Augmey-in-Fact o Ann Mikkelsen Attorney-in-Fact (IF CORPORATION, AFFIX SEAL)

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

AUTHORIZED SIGNATURE:

Travelers Bond - Spokane, WA

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

FOR: Streets and Drainage 5 652.000.00	Tract No. 31390-1
Water System \$ 224,500.00	Parcel Map No.
Sewer System \$ 60,750.00	Road No. 104934014
Travelers Casualty and Surety	Premium Incl.in Perf. Bond Premium
Delinerity	and A. Marrahy Reacht. LLC
Address 707 W.Main. Ste.300 Address	SS 11870 PIerce Street, Suite 100
City/State Spokane, WA City/St	isle Riverside, CA 65
Zip 99201 Zip	92505
Phone 509-835-7550/509-535-9178 Phone	
MHERBAS, the County of Riverside, State of Califf A. Murphy Ranch. LLC (hereinafter designated as "principal") have entered agreement(s) whereby principal agrees to install and improvements relating to (Tract/Parcel) 31.390-1 referred to and made a part hereof; and. WHERBAS, under the terms of said agreement; prin performance of the work, to file a good and sufficient Riverside to secure the claims to which reference is 3082) of Part 4 of Division 3 of the Civil Code of the NOW, THEREPORE, said principal and the understants the County of Riverside and all contractors, sufficient persons employed in the performance of said of Seven Thousand Two Hundred Fifty & Noffiturnished or labor thereon of any kind, or for amount Act with respect to such work or labor, that said sure exceeding the amount hereinabove set forth, and also pay, in addition to the face amount thereof, costs and reasonable attorney's fees, incurred by the County in be awarded and fixed by the court, and to be taxed a therein rendered. It is hereby expressly stipulated and agreed upon that and all persons, companies and corporations emitted with Section 3082) of Part 4 of Division 3 of the Civil them or their assigns in any suit brought upon this be Should the condition of this bond be fully performed void; otherwise, it shall be and remain in full force a	into, or are about to enter into, the attached i complete the above designated public which agreement(s) is/are hereby acipal is required, before entering upon the made in Title 15 (commencing with Section made in Title 15 (commencing with Section made in Title 15 (commencing with Section made in Title 15 (commencing with Section made in Title 15 (commencing with Section made in Title 15 (commencing with Section made in Title 15 (commencing with Section made in the sum of Mine Hundred Thirty) booldars (\$ 937.250.00) for materials made under the Unemployment insurance ety will pay the same in an amount not of in case suit is brought upon this bond, will do reasonable expenses and fees, including a successfully enforcing such obligation, to us costs and to be included in the judgment at this bond shall inure to the benefit of any it of full claims under Title 15 (commencing will Code, so as to give a right of action to cond. If, then this obligation shall become null and and effect.
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MATERIAL AND LABOR BOND

The smely 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.	¥63
IN WITNESS WHEREOR, this instrument has been duly executed by the principal and sweety above named, on May 2 2007	
NAME OF PRINCIPAL: A. Murdhy Reuch, LLC	
AUTHORIZED SIGNATURE(S): By:	
Title	- कुंद
. Title	
(IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: Travelers Casualty and Surety Company of America AUTHORIZED SIGNATURE: AUTHORIZED S	
is Attorney-in-Fact Jo Ann Mikkelsen Accorney-in-	Fact

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