



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

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

**KNOW ALL MEN BY THESE PRESENTS:**

That, A. Murphy Ranch, LLC  
subdivider, as principal, and Travelers Casualty and Surety Company of America  
a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside  
the sum of Twenty Nine Thousand Six Hundred & No/100 Dollars (\$29,600.00).

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

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

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

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

**RECEIVED**

MAY 03 2007

Travelers Bond - Spokane, WA

### SUBDIVISION MONUMENT BOND

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

NAME OF PRINCIPAL: A. Murphy Ranch, LLC

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

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

(IF CORPORATION, AFFIX SEAL)

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



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

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

WHEREAS, the County of Riverside, State of California, and A. Murphy Ranch, LLC (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31390.-1.-2, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

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

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Riverside, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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

**RECEIVED**  
MAY 03 2007  
Travelers Bond - Spokane, WA

390-2

### FAITHFUL PERFORMANCE BOND

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

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

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

NAME OF PRINCIPAL: A. Murphy Ranch, LLC

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

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

(IF CORPORATION, AFFIX SEAL)

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

390-2

390-2

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

FOR: Streets and Drainage	\$ 676,250.00	31390, 31390-1, and 31390-2
Water System	\$ 42,000.00	Tract No. (Offsite Improvements)
Sewer System	\$ 41,000.00	Parcel Map No. _____
Travelers Casualty and Surety		Bond No. 104934016
Surety Company of America	Principal A. Murphy Ranch, LLC	Premium Incl. in Perf. Bond Prem.
Address 707 W. Main, Ste. 300	Address 11870 Pierce Street, Suite 100	
City/State Spokane, WA	City/State Riverside, CA	
Zip 99201	Zip 92505	
Phone 509-835-7550/509-535-9178	Phone 951-710-1913	

WHEREAS, the County of Riverside, State of California, and A. Murphy Ranch, LLC (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31390.-1.-2, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of Seven Hundred Fifty, Nine Thousand Two Hundred Fifty & No/100 Dollars (\$759,250.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

RECEIVED

MAY 03 2007

Travelers Bond - Spokane, WA

73

9

### MATERIAL AND LABOR BOND

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

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

NAME OF PRINCIPAL: A. Murphy Ranch, LLC

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

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Travelers Casualty and Surety Company of America

AUTHORIZED SIGNATURE: Jo Ann Mikkelsen

Its Attorney-in-Fact

Title

Jo Ann Mikkelsen Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

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



State of Washington

County of Spokane

On May 2, 2007 before me, Lois K. Glubrecht

Jo Ann Mikkelsen 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,



Lois K. Glubrecht

Notary Public in and for the State of Washington

Residing in Spokane

Commission Expires: 08/01/2008

**EXHIBIT "D"**

## EXHIBIT D

(as used herein, the term "Plans" shall refer to those plans listed in Paragraph 2 of the Settlement Agreement)

### Scope of work on Murrieta Road

- a. Coordination of all surveying, staking and markings with the Civil Engineer of record as it relates to the Plans limited to Murrieta Road Improvements.
- b. Completion of all remaining clearing, grubbing and grading work required by the Plans.
- c. Removal and disposal of all disturbed surfaces (ground or excavated asphalt, concrete and other existing surfaces) associated with the Plans.
- d. Completion of all curbs, gutters, cross gutters, ramps, berms and miscellaneous items identified on the Plans.
- e. Completion of 12" water line, sewer, piping and storm drain systems pursuant to the Plans inclusive of any associated trenching, backfill, and AC/AB trench repair necessary to complete the work.
- f. Completion of all boxes, hand holes, manholes, storm drains, catch basins and inlets pursuant to the Plans.
- g. Raising of iron to the final required elevations and patching pursuant to the Plans.
- h. Completion of compaction of all trenches, sub-grades and base to satisfaction of the engineers, the Plans and any independent testing labs if performed.
- i. Construction and compaction of all aggregate base as noted on the Plans.
- j. Furnish and install AC paving per the approved Plans.
- k. Overlay 0.1' A.C. pavement as designated by County or as provided in the Plans.
- l. Complete Fog Seal applications as required by County or shown in the Plans.
- m. Construction of the aggregate base shoulders as required on the Plans.
- n. Construction of A.C. driveways as noted in the Plans.
- o. Construction of all V-Ditch as noted in the Plans.
- p. Installation of Rip-Rap as noted in the Plans.

- q. Construction of concrete splash wall per the details on the Plans.
- r. Construction of drop inlets per detail on the Plans.
- s. Installation of culverts pursuant to the Plans.
- t. Removal of any fencing as noted in the Plans.
- u. Completion of any flushing, chlorination or testing of water lines, fire hydrants pursuant to the requirements of the Eastern Municipal Water District.
- v. Provision and installation of 6 inch schedule 40 sleeves pursuant to the Plans.
- w. Provision of all painting, striping and signage as required by County pursuant to the Plans.
- x. Installation of all barricades or barriers as required by County pursuant to the Plans.

#### **Scope of work on Mountain Park Drive**

The completion of the scope of work described herein is solely contingent upon the County of Riverside obtaining all proper access rights necessary for the construction of the work described below. The County of Riverside must obtain access for the construction of Mountain Park Drive on or before a formal Notice to Proceed is issued to the selected Completion Contractor but no later than (60) sixty days from the execution of this settlement agreement.

- a. Coordination of all surveying, staking and markings with the Civil Engineer of record as it relates to the Plans limited to Mountain Park Drive Improvements.
- b. Completion of all remaining clearing, grubbing and grading work required by the Plans.
- c. Removal and disposal of all disturbed surfaces (ground or excavated asphalt, concrete and other existing surfaces) associated with the Plans.
- d. Completion of all curbs, gutters, berms and miscellaneous items identified on the Plans.
- e. Raising of iron to the final required elevations and patching pursuant to the Plans.
- f. Completion of compaction of all sub-grades and base to satisfaction of the engineers, the Plans and any independent testing labs if performed.
- g. Construction and compaction of all aggregate base as noted on the Plans.

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

IRVINE 155838.1 102471.039