AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

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

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31220 (offsite - for a portion of Tract 30575-1), hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One hundred seventy-eight thousand and no/100 Dollars (\$178,000.00).

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

County

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

Contractor

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

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

y CRAIR (SN

Title PROJECT MANAGER

By Timethy B.

Title V. P. Land Development

COUNTY OF RIVERSIDE

By Mour Asleley

MARION ASHLEY

CHAINGAN, SOARD OF SUVERNIDELS

ATTEST:

NANCY ROMERO,

Clerk to the Board

Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

Brunica A-Remeil

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT <u>}</u> State of California County of KIVEYSICE Apersonally known to me proved to me on the basis of satisfactory evidence CARMEN ADAME ESPARZA to be the person(s) whose name(s) islare Commission # 1477889 subscribed to the within instrument and Notary Public - California acknowledged to me that he/she/they executed Riverside County the same in his/her/their authorized Comm. Expires Mar 21, 2006 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. - OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: ____Number of Pages: ___ Document Date: _ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Signer's Name: IGHT THUMBPRIN' OF SIGNER □ Individual ☐ Corporate Officer — Title(s): _ ☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer Is Representing:__

AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

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

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known Tract 31220 (offsite - for a portion of Tract 30575-1), hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Jurupa Community Services District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Seventeen thousand and no/100 Dollars (\$17,000.00).

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

County

Contractor

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES 255 E. RINCON STREET, SUITE 100 CORONA, CA 92879

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

By CRAWO S

Title PROJECT MANAGER

By Timothui R JENES

Title V.P. (and Develooment

COUNTY OF RIVERSIDE

By Mann Asleley

MARION ASSILEY

CHARMAN BOARD OF SULL

ATTEST:

NANCY ROMERO,

Clerk to the Board

Denuty

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

Byronica R-Romero

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California -05 before me, Camer Adame Ec personally known to me proved to me on the basis of satisfactory evidence CARMEN ADAME ESPARZA to be the person(s) whose name(s) islare Commission # 1477889 subscribed to the within instrument and Notary Public - California acknowledged to me that he/she/they executed **Riverside County** the same in his/her/their authorized capacity(ies), and that by his/her/their Comm. Expires Mar 21, 2008 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and efficial seal. - OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: _ Number of Pages: ___ Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Signer's Name:

□ Individual

☐ Other:

☐ Attorney-in-Fact ☐ Trustee

☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General

☐ Guardian or Conservator

Signer Is Representing:__

AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

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

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known Tract 31220 (offsite - for a portion of Tract 30575-1), hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Jurupa Community Services District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Thirty-three thousand five hundred and no/100 Dollars (\$33,500.00).

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

County

Contractor

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES 255 E. RINCON STREET, SUITE 100 CORONA, CA 92879

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

By Crain South

Title PROJECT MANAGER

By Comer Ch. A.

Title V.P. Card D-40/0pm on

COUNTY OF RIVERSIDE

By Mann Asl

Marion Achley

ATTEST:

NANCY ROMERO, Clerk to the Board

Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

Bycurica R. Romero

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California Kiversido personally known to me proved to me on the basis of satisfactory evidence CARMEN ADAME ESPARZA to be the person(s) whose name(s) is are Commission # 1477889 subscribed to the within instrument and Notary Public - California acknowledged to me that he/she/they executed Riverside County the same in his/her/their authorized capacity(ies), and that by his/her/their Comm. Expires Mar 21, 2008 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal - OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: ____ Document Date: _ Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Signer's Name: □ Individual

☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General

☐ Guardian or Conservator

Signer Is Representing:_

☐ Attorney-in-Fact ☐ Trustee

Other:_

EXHIBIT B'

FAITHFUL PERFORMANCE BOND

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

FOR: Streets and Drainage \$ 265,000	Tract No. 31220
Water System \$_63,000	Parcel Map No.
Sewer System \$ 79,000	Bond No su5012279
	Premium \$3,053.00
Surety ARCH INSURANCE COMPANY	Principal VL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY
Address 135 N. LOS ROBLES AVENUE #825	Address 255 E. RINCON STREET, SUITE 100
City/State PASADENA, CA	City/State corona, ca
Zip 91101	Zip 92879
Phone 626-639-5200	Phone 951-272-5100
agreement(s) whereby principal agrees to improvements relating to (Tract/Parcel) _ referred to and made a part hereof; and, WHEREAS, said principal is required un	ve entered into, or are about to enter into, the attached install and complete the above designated public 31220, which agreement(s) is/are hereby der the terms of said agreement(s) to furnish bond(s) for
the faithful performance of said agreement NOW, THEREFORE, we the principal and	
surety, are held and firmly bound unto the	County of Riverside in the penal sum of FOUR HUNDRED Dollars (\$ 407,000.00) lawful money of
the United States, for the payment of whi	ch sum will and truly be made, we bind ourselves, our rators, jointly and severally, firmly by these presents.
executors, administrators, successors or a and truly keep and perform the covenants any alteration thereof made as therein pro the time and in the manner therein specif meaning, and shall indemnify and save h	nat if the above bonded principal, his or its heirs, assigns, shall in all things stand to and abide by, and well s, conditions and provisions in the said agreement and ovided, on his or their part, to be kept and performed at lied, and in all respects according to their true intent and armless the County of Riverside, its officers, agents and s obligation shall become null and void; otherwise, it
As a part of the obligation secured hereby	y and in addition to the face amount specified therefore,

there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs

and included in any judgement rendered.

FAITHFUL PERFORMANCE BOND

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

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

NAME OF PRINCIPAL:	WE HOMES ELC,	TED I IABII ITY COMPANY	
THIND OF FIGURES			
	 	·	
AUTHORIZED SIGNATU	JRE(S): By:		
		Title	
	*****	Title	
		Title	The state of the s
		(IF CORPORATIO)	v, affix seal)
NAME OF SURETY:A	RCH INSURANCE CON	IPANY	
A FIRM CONTROL OF CONTACT	IDE.		
AUTHORIZED SIGNATI	ICARD, Its Attor	mey in Fact	Title

(IF CORPORATION, AFFIX SEAL)

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

MATERIAL AND LABOR BOND

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

FOR: St	reets and Drainage \$ 132,500		Tract No31220
	ater System \$ 31,500		Parcel Map No.
	wer System \$ 39,500	* **	Bond No. <u>\$05012279</u>
			Premium INCLUDED IN THE PERFORMANCE BOND
Surety	ARCH INSURANCE COMPANY	Principal	WL HONES LLC, A DELAWARE LINITED LIABILITY COMPA
Address	135 N. LOS ROBLES AVENUE #825		255 E. RINCON STREET, SUITE 100
City/State			CORONA, CA
Zip	91101	Zip	92879
Phone	626-639-5200	Phone	951-272-5100
WHERE	AS, the County of Riverside, State	of Californ	nia and WL HOMES LLC,
	RE LIMITED LIABILITY COMPANY		
agreement improvemented to referred to WHERE performa Riverside	at(s) whereby principal agrees to in the tents relating to (Tract/Parcel) _31 or and made a part hereof; and, AS, under the terms of said agreemance of the work, to file a good and	nstall and co 1220 ment, princip I sufficient terence is m	to, or are about to enter into, the attached omplete the above designated public, which agreement(s) is/are hereby pal is required, before entering upon the payment bond with the County of lade in Title 15 (commencing with Section State of California:
	•		ned, as corporate surety, are held firmly
unto the other per	County of Riverside and all contra sons employed in the performance FIVE HUNDRED & NO/100	ctors, subc of said Ci Do	ontractors, laborers, material persons and vil Code in the sum of THO HUNDRED THREE llars (\$ 203,500.00) for materials
Act with exceeding pay, in a reasonab	respect to such work or labor, that g the amount hereinabove set fortidition to the face amount thereof le attorney's fees, incurred by the led and fixed by the court, and to led.	t said suret h, and also , costs and County in	s due under the Unemployment Insurance y will pay the same in an amount not in case suit is brought upon this bond, will reasonable expenses and fees, including successfully enforcing such obligation, to costs and to be included in the judgement
and all p	ersons, companies and corporation	ns entitles t of the Civi	this bond shall inure to the benefit of any to full claims under Title 15 (commencing il Code, so as to give a right of action to nd.

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

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

MATERIAL AND LABOR BOND

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

AME OF PRINCIPAL: A DELAWARE LINI	TED LIABILITY COM	PANY			
	s.i				
THORIZED SIGNATURE(S): By:	Title				-
	Hite				
					•
	Title				
	Title				
	(IF CORPO	RATION, A	FFIX SEA	IL)	
AME OF SURETY: ARCH INSURANCE	COMPANY				-

(IF CORPORATION, AFFIX SEAL)

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

04/21/2009 03:00 PM CF34C_2410 ATCh Insurance Group

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

Arch Surety

SECURITY RIDER/CONSENT

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

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

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

Arch Inst	orance Co	mpany
135 N. L	os Robles	Avc., #825
Pasadena	, CA 91	101

Surety:

	Attorney-in-fac	ŧ.					
	D.J. PICARD			Date:	DECEMBER	20,	2007
By	A street of the state of the st		4				
TO							

waived by surety.

SUBDIVISION MONUMENT BOND

COUNTY OF RIVERSIDE; STATE OF CALIFORNIA

(Government Code Section 66496)

		Tract/Parce Bond No.	el Map No. 31220 SU5012280 PRENIUM: 143.00
Surety	ARCH INSURANCE COMPANY	Principal_	WL HOMES LLC, A DELAMARE LIMITED LIABILITY COMPANY
	135 N. LOS ROBLES AVENUE #825	Address	255 E. RINCON STREET, SUITE 100
	PASADENA, CA	City/State	
Zip		Zip	92879
Phone		Phone	951-272-5100
	ALL MEN BY THESE PRESENT WE HOMES LLC, A DELAWARE LINITED		HPANY ,
	er, as principal, and ARCH INSURAN		
a comora	tion, as surety, are hereby iointly	and severally	bound to pay to the County of Riversid
the sum o	of NINETEEN THOUSAND & NO/100		Dollars (\$ 19,000.00).
therefore completi		or performin	g the work, in full, within 30 days after
original Riversid	tern thereof, or of any extension o	f said term the rety, then this	ruly perform said agreement during the at may be granted by the County of sobligation shall become null and void
there sha fees, inc	ill be included costs and reasonab	le expenses a	on to the face amount specified therefore and fees, including reasonable attorney's such obligation, all to be taxed as costs
to the ter	ms of this agreement or to the wo mying the same shall in anywise a	ork to be perf affect its oblig	extension of time, alteration or addition formed thereunder or the specifications gation on this bond, and it does hereby eration 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

ATTORNEY-IN-FACT.

SUBDIVISION MONUMENT BOND

bove named, on		a consequence of the contract	
NAME OF PRINCIPAL:	WL HOMES LLC, A DELAWARE LIMITED	LIABILITY COMPANY	
		í .	
en e			-
UTHORIZED SIGNATU	JRE(S): By:		
		Title	
	• • • • • • • • • • • • • • • • • • •	Title	·
		Title	
		1100	
		(IF CORPORATION	I, AFFIX SEAL)
NAME OF SURETY:	ARCH INSURANCE CO	MPANY	
AMME OF SUREIT.	71.01 77.000000		
AUTHORIZED SIGNATI			
D.J. PIC	ARD, Its Attorn	ey-in-Fact	Title
		(IF CORPORATION	LAFFIX SEAL)
		(II COIG GIGIIIGI	', ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '

FAITHFUL PERFORMANCE BOND

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

FOR: Streets and Drainage \$ 178,000	TRACT 31220 (OFFSITE - FOR A PORTION OF Tract No. 30575-1)
Water System \$ 17,000	Parcel Map No.
Sewer System \$ 33,500	Bond No \$05013371
	Premium \$1,828.00
Surety ARCH INSURANCE COMPANY	Principal WL HONES LLC, A DELAWARE LIMITED LIABILITY COMPA
Address 135 N. LOS ROBLES AVENUE #825	Address 255 E. RINCON STREET, SUITE 100
City/State PASADENA, CA	City/State CORONA, CA
Zip 91101	Zip 92879
Phone 626-639-5200	Phone 951-272-5100
improvements relating to (Tract/Parcel) 31 referred to and made a part hereof; and,	install and complete the above designated public 20 (075) E - FOR A, which agreement(s) is/are hereby (10) OF TRACT NO. 30575-1) ler the terms of said agreement(s) to furnish bond(s) for
the faithful performance of said agreement	
	dARCH INSURANCE COMPANY, as County of Riverside in the penal sum ofino HINDRED 00 Dollars (\$ 228,500.00) lawful money of
the United States, for the payment of which	th sum will and truly be made, we bind ourselves, our ators, jointly and severally, firmly by these presents.
The condition of this obligation is such th	at if the above bonded principal, his or its heirs,

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

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

FAITHFUL PERFORMANCE BOND

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

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

NAME OF PRINCIPAL: WL HO	MES LLC, A DELAWARE LIMITED LIABI	LITY COMPANY
DBA .	JOHN LAING HOMES	
AUTHORIZED SIGNATURE(S): By:	
	Title	
	Title	
	Title	
	(IF CORPORATI	ION, AFFIX SEAL)
NAME OF SURETY: ARCH	INSURANCE COMPANY	
AUTHORIZED SIGNATURE:		
D.J. PICARD,	Its Attorney-in-Fact	Title

(IF CORPORATION, AFFIX SEAL)

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

MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

FOR: Streets and Drainage \$ 89,000		TRACT 31220 (OFFSITE - FOR A PORTION OF Tract No. 30575-1)
Water System \$ 8,500		Parcel Map No
Sewer System \$ 16,750	andread and the second	Bond No. SU5013371
	-	Premium INCLUDED IN THE PERFORMANCE BOND
Surety ARCH INSURANCE COMPANY	Principal w	L HOHES LLC. A DELAWARE LIMITED LIABILITY COMPAN
Address 135 N. LOS ROBLES AVENUE #825	Address	255 E. RINCON STREET, SUITE 100
City/State PASADENA, CA	City/State	CORONA, CA
Zip 91101	Zip	92879
Phone 626-639-5200	Phone	951-272-5100
WHEREAS, the County of Riverside, State		
(hereinafter designated as "principal") have agreement(s) whereby principal agrees to it	nstall and cor	nplete the above designated public
improvements relating to (Tract/Parcel) 3 referred to and made a part hereof; and,	ZZO (OPPSITE - FO RITON OF TRACT NO	R A, which agreement(s) is/are nereby . 30575-1)
WHEREAS under the terms of said agreen	nent, principa	l is 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 sufficient payment bond with the County of Riverside to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of ONE HUNDRED FOURTEEN THOUSAND TWO HUNDRED FIFTY & NO/100--- Dollars (\$_114,250.00---) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

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

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

MATERIAL AND LABOR BOND

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

DBA	JOHN LAING HONES	
UTHORIZED SIGNATURE(S): By:	
	Title	
	· · · · · · · · · · · · · · · · · · ·	
	Title	
	Title	
	(IF CORPORATION	i, affix seal)
NAME OF SURETY:ARC	INSURANCE COMPANY	
AUTHORIZED SIGNATURE:		
	Its Attorney-in-Fact	Title

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

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

Arch Surety

SECURITY RIDER/CONSENT

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

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

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

	D.J. PICARD Attorney-in-fact			Date: _E	ECEMBER	20, 2007	
By:	The same of the sa	- Torrestate to the second sec					
_							
	Los Robles Ave., #825 ena, CA 91101						
	Insurance Company						
Suici	/•						





FROM: TLMA - Transportation Department

SUBMITTAL DATE: March 31, 2008

SUBJECT: Tract 31220 (and Offsite Improvements for a portion of Tract 30575-1)

A Schedule "A" Subdivision in the Eastvale Area

Extension of Time Agreements/Reduction of Securities

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

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

\$265,000 - Bond #SU5012279 for the completion of street improvements (onsite)

\$63,000 - Bond #SU5012279 for the completion of the water system (onsite)

\$79,000 - Bond #SU5012279 for the completion of the sewer system (onsite)

\$19,000 - Bond #SU5012280 for the completion of monumentation (onsite)

\$178,000 - Bond #SU5013371 for the completion of street improvements (offsite)

\$17,000 - Bond #SU5013371 for the completion of the water system (offsite)

\$33,500 - Bond #SU5013371 for the completion of the sewer system (offsite) (Continued)

George A. Johnson

Director of Transportation

HS:If

Submittals: Vicinity Map

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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Buster, Tavaglione, Stone, Wilson and Ashley

Nays:

None

Absent:

None

Date:

April 8, 2008

XC:

Fransp., COB

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

District: 2

Agenda Number:

m 11p (Rev 07/2007)

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Nancy Romero

Clerk of the Bo

Cenaramental Casarana of

Dep't Recomm.: Exec. Ofc.:

Consent Consent

区

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

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

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

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

TRACT 31220 (Onsite Improvements) IP030184

EXTENSION OF TIME FEE \$219.30

Date Paid	
Check #	
Receipt #	
WATER DISTRICT JCSD	SEWER DISTRICT JCSD

SECURITIES

	STREETS	WATER	SEWER	MONU MENTS	MATERIAL AND LABOR	
Original Amounts and	\$265,000 ru	**(65 *(0]0]0)	870 000 ·	\$10,000	(20%) \$170)	
Reduced 12/21/06	\$60,000	\$6,300	\$7,900	\$19,000	\$203,500	
Agreements to:		WL Homes LLC, a Delaware LLC; 19520 Jamboree Road, Suite 400; Irvine, CA 92612; (951) 272-5100 - August 2, 2010				
Bonding Company:		Arch Insurance Co; 135 N. Los Robles Ave., #825; Pasadena, CA, 91101; (626) 535-0150				
Bond Number	SU5012279	SU5012279	SU5012279	SU5012280	SU5012279	
Agreements to C.C.		0 + 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0				
Approved by Director:		Prev. Agend	a Ref.:	04/08/08	- 2.16	
Expiration Date						
NOC						
90% Release Date		******				
10% Retention Amt						
Mat/Lab Released		**********				
Monuments Compltd		******	Released:			
10% Released						
Expired Letter	7/22/10	28-11				

Enforcement Sent to C.C. 3.15.11

TRACT 31220 (Offsite Improvements) IP030184

EXTENSION OF TIME FEE \$219.30

Date Paid	a para antigar and a sum parties of the constraint of the constrai
Check #	
Receipt #	
WATER DISTRICT JCSD	SEWER DISTRICT JCSD

SECURITIES

	STREETS	WATER	SEWER	MONU MENTS	MATERIAL AND LABOR
Ong nal Amounts	131 4/8 201010	130 1010	SE 500 es		43914,250
Amounts (Total)	\$35,000	\$1,700	\$3,350	\$0	\$20,025
Agreements to:	WL Homes LLC, a Delaware LLC; 19520 Jamboree Road, Suite 400; Corona, CA 92612; (951) 272-5100 - August 2, 2010				
Bonding Company:	Arch Insurance Co; 135 N. Los Robles Ave., #825; Pasadena, CA, 91101; (626) 535-0150				
Bond Number	SU5013371	SU5013371	SU5013371	N/A	SU5013371
Agreements to C.C.		******			
Approved by Director:		Prev. Agend	a Ref.:	04/08/08	- 2.16
Expiration Date					
NOC					
90% Release Date		4		++****	
10% Retention Amt					
Mat/Lab Released			*******	~~~~~~~~	
10% Released					
Expired Letter	8/2/2010	2.8.//			<u></u>



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department



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

December 21, 2006

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

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

Dear Sir:

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

\$265,000 - Bond #SU5012279 for the completion of street improvements

\$63,000 - Bond #SU5012279 for the completion of the water system

\$79,000 - Bond #SU5012279 for the completion of the sewer system

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

\$205,000 for the completion of street improvements

\$56,700 for the completion of the water system

\$71,100 for the completion of the sewer system

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

\$60,000 for the completion of street improvements

\$6,300 for the completion of the water system

\$7,900 for the completion of the sewer system

Sincerely,

Hugh Smith

Engineering Division Manager

HS:If\



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department



EXHIBIT'D'

Sage and Associates 1301 Dove Street, Suite 820 Newport Beach, CAL 92660 March 19, 2012

RE: Tract 31220

Final Punch List

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

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

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

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

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

Sincerely,

George Yassa

Technical Unit Supervisor

Cc: inspector File

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

July 26, 2011

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

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

Dear Mr. Smith:

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

Sincerely,

Nicole Smith

Development Engineering Representative

2445 I.P. 4212 Engineer/ns AGREEMENT EXHIBITA'
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

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

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31386, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Two million seven hundred fifty-four thousand seven hundred fifty-five and no/100 Dollars (\$2,754,755.00).

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

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

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

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

County

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

Contractor

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

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

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Title	V. P. Lan	& Dei	rlapme	<u>~</u> ∤
Ву _		:		
Title				

COUNTY OF RIVERSIDE

By Mann Asleley

MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO, Clerk to the Board

Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By /5/

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of KIVERSIDS	and the second s
On 2/8/205 before m	9. MAN HOUSENBAUGH, NOTAL PLANS OF N
personally appeared	Name(s) of Signer(s)
	personally known to me
	proved to me on the basis of satisfactor evidence
	to be the person(★) whose name(★) is/e
MADVICATION	subscribed to the within instrument a
MARY HOLLENBAUGH Commission # 1518614	acknowledged to me that he/she/they execut the same in his/her/their authorize
E POLICIA PORTY PUBLIC - COMMONIO	capacity(les), and that by his/her/the
My Comm. Expires Oct 9, 20	signature(s) on the instrument the person(s), the entity upon behalf of which the person(
	acted, executed the instrument.
	WITNESS my hand and official seal.
	Janua Nollambre
	Spragura of Notary Public
Though the information below to set on the set of the s	PTIONAL
fraudulent removal and reatted	prove valuable to persons relying on the document and could preven hment of this form to another document.
Description of Attached Document	
Title or Type of Document:AG	PZEMENT
Document Date: 2/7/05	Number of Pages: _ Z
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer	
Signer's Name:	
	RIGHT THUMBPHIN OF SIGNEH
□ Individual □ Corporate Officer — Title(s):	Top of thumb here
☐ Partner — ☐ Limited ☐ General	
Attorney-in-Fact Trustee	
☐ Guardian or Conservator	
Other:	
Signer Is Representing:	

AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

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

DBA JOHN LAING HOMES

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31386, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Jurupa Community Services District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirtysix inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Four hundred nineteen thousand and no/100 Dollars (\$419,000.00).

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

County

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

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

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Title V. A. Ca	~ Developmen
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COUNTY OF RIVERSIDE

By Mann Asleley

MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO, Clerk to the Board

Denuty

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

Byyonica R. Romerd

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT <u>}</u> State of California Epersonally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(iec), and that by his/her/their-signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) MARY HOLLENBAUGH Commission # 1518614 lotary Public - California Riverside County Comm. Expline Oct 9, 200 acted, executed the instrument. WITNESS my hand and official seal. OPTIONAL . Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** greenent Title or Type of Document: Number of Pages: Document Date: Signer(s) Other Than Named Above: _ Capacity(ies) Claimed by Signer Signer's Name: □ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator Other: Signer Is Representing:

AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31386, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Jurupa Community Services District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Four hundred thirty-six thousand five hundred and no/100 Dollars (\$436,500.00).

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

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

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

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

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

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

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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

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

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

County

Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504 Contractor
WL HOMES LLC,

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

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

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COUNTY OF RIVERSIDE

By Marin Asleley

MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO, Clerk to the Board

Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

Bryonica R. Romerd

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California personally appeared personally known to me proved to me on the basis of satisfactory evidence to be the persop(s) whose name(x) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized MARY HOLLENBAUGH capacity(leaf), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) Commission # 1518614 Notary Public - California Riverside County Comm. Expires Oct 9, 2008 acted, executed the instrument. OPTIONAL . Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** reement Title or Type of Document: Document Date: _ Number of Pages: _ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Signer's Name: ☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney-In-Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer Is Representing:

AGREEMENT FOR THE PLACEMENT OF SURVEY MONUMENTS

WITNESSETH:

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

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

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

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

FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow him to carry out this agreement.

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

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

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

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

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

County

Contractor

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

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

By James Title U. P. cand Oriclopmed

Title _______

Title ______

COUNTY OF RIVERSIDE

By Mann Asleley

MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO, Clerk to the Board

Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

Bycupica R. Romeio

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California personally 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 MARY HOLLENBAUGH acknowledged to me that he/ehe/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their Commission # 1518614 Notary Public - California signature on the instrument the personal, or Riverside County Comm. Expires Oct 9, 2008 the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. OPTIONAL . Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** renest-Title or Type of Document: Document Date: _ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Signer's Name: IGHT THUMBPRINT OF SIGNER ☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact □ Trustee ☐ Guardian or Conservator ☐ Other: _ Signer Is Representing:

EXHIBIT'B

FAITHFUL PERFORMANCE BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

FOR: Streets and Drainage \$_2	,754,755 Tract No. 31386	
	Parcel Map No.	
Sewer System \$	Bond No. SU5012975	•
Sewer System	Premium \$20,661.00	
SUTETY ARCH INSURANCE COMPANY	Principal ML HOHES LLC, A DELAWARE LINITED LIAB	ILITY COMPANY
Address 135 N. LOS ROBLES AVENU		
	and the same of th	-
City/State PASADENA, CA	Zip 92879	
Zip 91101	Phone 951-272-5100	_
Phone 626-639-5200	FROITE 331-212 3133	•
	THE RESIDENCE AND MICHIGAN	
WHEREAS, the County of River	side, State of California, and WL HOMES LLC,	-
A DELAWARE LIMITED LIABILITY CORP	ANY DRA JOHN LAING HORES	hed
(hereinafter designated as "princip	pal") have entered into, or are about to enter into, the attacl	,ica
	week to justall and complete the above designated busine	
improvements relating to (Tract/I	arcel) 31386 , which agreement(s) is/are hereb	y.
referred to and made a part hereo	f: and.	
WHEDEAS said principal is requ	uired under the terms of said agreement(s) to furnish bond	(s) for
the faithful performance of said a	oreement(s):	
the faithful bettottimues or said a	Programme	•
NOW THEREPORE we the pri	ncipal and ARCH INSURANCE COMPANY	. a s
NOW, INEXEFORE, we the pri	unto the County of Riverside in the penal sum of The MILL	<u>ion</u> seven hine
surely, are neld and himly bound	IFTY-FIVE 4 NO/100 Dollars (\$ 2,754,755.00) lawful mon	ey of
FIFTYFOUR HOUSAND SEVEN HUNDRED F	it of which sum will and truly be made, we bind ourselves,	our
the United States, for the paymen	il OI Which sum will sike they be made, we believe these meser	nts.
heirs, successors, executors and	administrators, jointly and severally, firmly by these preser	
	his as its hairs	
The condition of this obligation	is such that if the above bonded principal, his or its heirs,	.aall
	enre or assions, shall in all things stand to and abide by, at	IG MOIT
and a second manufacture of the co	avenante conditions and provisions in the said agreement	Part s. All
the state of the s	arein provided on his of their Dart, to be kept and portone	tord mi
any alteration dicteor made as di	in specified, and in all respects according to their true inter	nt and
the time and in the manner there	in specifica, and in an respects according to officers agen	ite 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 judgement rendered.

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.

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).

NAME OF PRINCIPAL:	WE HOHE'S LLC,
14/33/00 (3)	A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES
UTHORIZED SIGNATI	URE(S): By: Tourthy R. Jon Tille V. A. Land Bristop.
	Title
	Title
	(IF CORPORATION, APPLY SEAL)
IAME OF SURETY:	ARCH INSURANCE COMPANY
AUTHORIZED SIGNATI	URE:
D.J. PIC	

(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

GAT THANKS	
State of	
County of ORANGE	The second of th
On <u>2-7-2005</u> before me	CYNTHIA S. WOZNEY, NOTARY PUBLIC
personally appeared D.J. PICARD	YOUR' HITE OF OLLIGEN - 8'70", made one, HOLINAL KNIFTS.
polovically approach a minimum and a minimum	NAME(S) OF SIGNERUS
☑ personally known to me - OR - ☐ pro	to be the person(s) whose name(s) is least subscribed to the within instrument and acknowledged to me that he/struthbay executed
	the same in his/hear/their authorized capacity(tes), and that by his/hear/their
CYNTHIAS. WOZNEY COMM. 11152255 COMM. 11152255 COMM. 11152255	signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
STATES AN CLUMN TOP BOLL ST. NOW !!	WITNESS my hand and official seal.
	Coro Drun
	(Segondare or November)
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Though the data below is not required by law, it may profraudulent reattachment of this form.	ove valuable to porsons relying on the document and could prevent
CAPACITY CLAIMED BY SIGHER	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL	
CORPORATE OFFICER	PERFORMANCE BOND
THE(S)	TITLE OR TYPE OF DOCUMENT
PARTHER(S) LIMITED	ONE PAGE - TWO SIDED
☐ GENERAL	NUMBER OF PAGES
☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR	
LJ OTHER:	FEBRUARY 7, 2005 DATE OF DOCUMENT
	POTE OF DOCUMENT
SIGNER IS REPRESENTING:	N/A
ARCH INSURANCE COMPANY	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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County of KINERSIDE) 95.
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	to be the person(s) whose name(s) la/arts
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Commission # 1518614 Hotory Public - Collisionia	capacity(los), and that by his/her/thol-
Ithranide County	aignature(ii) on the instrument the person(ii), or the entity upon behalf of which the person(ii)
My Corners, Explines Oct 9, 2006	acled, executed the instrument.
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Document Date: 2-7-05	Number of Pages:
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Capacity(les) Claimed by Signer	
• • •	•
Signer's Name:	FIRSH THUMEPRAT OF BRIVER
3 Individual	Enter of garmany prime.
J Corporate Officer — Title(s):	
] Partner — □ Limited □ General] Altorney-in-Fact	
_ Trustee	
Guardian or Conservator	
Control :	
Signer is Representing:	

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

sthorized officers, this 1st day of April	ent to be signed and its corporate seal to be affixed by thei
	Arch Insurance Company
tested and Certified	•
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X	Thomas P. Luckstone, Vice President
seph 8. Label, Corporate Secretary	1 HOWBE N. FRENSMER, AND LIGHTON
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	f family 19 f about made and the trainer
Mellasa B. Gillgan, a Notary Public, do hereby certify that Ti	homas P. Luckstone and Joseph S. Labes personally Nior
we to be the same betacus whose usines are respective	the three of the State of Missourt, subscribed to I
ma to be the same persons whose names are respective surance Company, a Corporation organized and existing	under the 1245 of the state of massacra thereunto d
surance Company, a Corporation organized and existing trapped instrument, appeared before me this day in person regoing instrument, appeared before me this day in person	and saverally acknowledges that only body and voluntary act of se
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uthorized signed, sealed with the corporate seal and deliver progration and as their own free and voluntary acts for the us	183 and bothoses therein sorter an
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MELISSA B. GILLIGAN, Notary Public	MINNERSON
Siale of Connecticut	Melissa B. Gillgan, Notary Public
My Commission Expires February 28, 2005	My commission expires 2-28-05
ERTIFICATION	
Joseph S. Labell, Corporate Secretary of the Arch Insurar	co Company do hereby certify that the attached Power
	the Corribority, and the control of
Joseph S. Labell, Corporate Secretary of the Arch wisten	perconfe) as listed above is a pue and correct copy and t
ttorney dated April 1, 2003 on Derick of the P	Edition with to alsh art no tradto been seen the at the
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ttorney dated April 1, 2003 on behalf of the plant of the	of and is in full force and effect on the date of this certifica
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Page 2 of 2

Printed in U.S.A.

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MATERIAL AND LABOR BOND

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

FOR: Streets and Drainage \$1,404,755	Tract No. 31386
Water System \$	Parcel Map No.
Sewer System \$	Bond No. 5U5012975
	Premium INCLUDED IN THE PERFORMANCE BOND
Surety ARCH INSURANCE COMPANY	Principal VL HOHES LLC, A DELAWARE LIMITED LIABILITY COMPANY
Address 135 H. LOS ROBLES AVENUE #825	Address 255 E. RINCON STREET, SUITE 100
City/State PASADENA, CA	City/State_corona, ca
Zip 91101	Zip 92879
Phone 626-639-5200	Phone 851-272-5100
agreement(s) whereby principal agrees to in	

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of ONE MILLION FOUR HUNDRED FOUR THOUSAND SEVEN HANDRED FIFTY-FIVE & NO/100--- Dollars (\$1,404,755,00---) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California personally appeared Expersonally known to me I) proved to me on the basis of salisfactory evidence to be the person(5x whose name(4) is/acc subscribed to the within instrument and acknowledged to me that ho/she/likey executed MARY HOLLENBAUGH Commissión # 1514614 the same in his/her/their authorized capacity(les), and that by his/her/their. Notary Public - California Riverside County signature(s) on the instrument the person(e), or My Comm. Expires Oct 9, 2008 the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. OPTIONAL . Though the internation below is not required by law, is may prove valuable to persons relying on the document and could prover it may be another the persons relying on the document and could prover it to be form to another document. **Description of Attached Document** Title or Type of Document: Number of Pages: 1-25ded Document Date: Signaria) Other Than Named Above: _ Capacity(les) Claimed by Signer Signer's Name: ☐ Individual Corporate Officer - Title(s): ☐ Partner - ☐ Limited ☐ General ☐ Altomay-in-Fact ☐ Trustee III Guardian or Conservator [] Other: Signer is Representing:

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

Any and all bords and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

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

FOR: Streets and Drainage \$	Tract No. 31386
Water System \$ 419,000	Parcel Map No
Sewer System \$	Bond No. 505012976
	Premium \$3,120.00
Surety ARCH INSURANCE COMPANY	Principal WL HOMES LLC, A DELAWARE LIKITED LIABILITY COMP.
Address 135 N. LOS ROBLES AVENUE #825	
City/State PASADENA, CA	City/State CORONA, CA
Zip 91101	Zip 92879
Phone 626-639-5200	Phone 951-272-5100
I HOUSE	
WHEREAS the County of Riverside, Sta	te of California, and WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY DBA	JOHN LAING HOMES
(hereinafter designated as "principal") has	ve entered into, or are about to enter into, the attached
agreement(s) whereby principal agrees to	install and complete the above designated public
improvements relating to (Tract/Parcel)	31386 , which agreement(s) is/are hereby
referred to and made a part hereof; and,	
lotottee to and muco a pare morous, diras	and the second of the second o
WALEDEAS said principal is required up	der the terms of said agreement(s) to furnish bond(s) for
the faithful performance of said agreemen	out mo totim of man all comments,
the faithfut bettormatice of said agreemen	
the United States, for the payment of whi	ad ARCH INSURANCE COMPANY, as a county of Riverside in the penal sum of FOUR HUNDRED Dollars (\$______\) lawful money of ch sum will and truly be made, we bind ourselves, our rators, jointly and severally, firmly by these presents.
executors, administrators, successors or a and truly keep and perform the covenants any alteration thereof made as therein pro the time and in the manner therein specif meaning, and shall indemnify and save h employees, as therein stipulated, then thi shall remain in full force and effect.	hat if the above bonded principal, his or its heirs, assigns, shall in all things stand to and abide by, and well s, conditions and provisions in the said agreement and ovided; on his or their part, to be kept and performed at fied, and in all respects according to their true intent and armless the County of Riverside, its officers, agents and s obligation shall become null and void; otherwise, it
there shall be included costs and reasona	y and in addition to the face amount specified therefore, ble expenses and fees, including reasonable attorney's ally enforcing such obligation, all to be taxed as costs

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).

NAME OF PRINCIPAL:	WL HORES LLC,
	A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES
AUTHORIZED SIGNAT	URE(S): By:
•	Title
	•
	Title
	Title
	(IF CORPORATION, AFFIX SEAL)
NAME OF SURETY:	ARCH INSURANCE COMPANY

(IF CORPORATION, AFFIX SEAL)

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

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

FOR: Streets and Drainage. \$	Tract No. 31386
Water System \$ 309,500	Parcel Map No
Sewer System \$	Bond No. \$15012976
	Premium INCLUDED IN THE PERFORMANCE BOND
Surety ARCH INSURANCE COMPANY	Principal WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY
Address 135 N. LOS ROBLES AVENUE #825	Address 255 E. RINCON STREET, SUITE 100
City/State PASADENA, CA	City/State CORONA, CA
Zip 91101	Zip 92879
Phone 626-639-5200	Phone 851-272-5100
WHEREAS, the County of Riverside, State A DELAWARE LINITED LIABILITY COMPANY DBA.	JOHN LAING HOMES
(hereinafter designated as "principal") have	e entered into, or are about to enter into, the attached
	ostall and complete the above designated public
improvements relating to (Tract/Parcel)	which agreement(s) is/are hereby
referred to and made a part hereof; and,	•
performance of the work, to file a good an Riverside to secure the claims to which ref 3082) of Part 4 of Division 3 of the Civil (
unto the County of Riverside and all controther persons employed in the performance THOUSAND FIVE HANDRED & NO/100 furnished or labor thereon of any kind, or Act with respect to such work or labor, the exceeding the amount hereinabove set for	he undersigned, as corporate surety, are held firmly actors, subcontractors, laborers, material persons and e of said Civil Code in the sum of THREE HANDRED NINE Dollars (\$ 309,500.00) for materials for amounts due under the Unemployment Insurance at said surety will pay the same in an amount not th, and also in case suit is brought upon this bond, will f, costs and reasonable expenses and fees, including
	County in successfully enforcing such obligation, to be taxed as costs and to be included in the judgement
MIRIOGRAPH Seingrames and comments in Land	on that this bond shall inure to the benefit of any one entities to full claims under Title 15 (commencing of the Civil Code, so as to give a right of action to upon this bond.
Should the condition of this bond be full	performed, then this obligation shall become null and

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

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.

NAME OF PRINCIPAL:	WL HOMES LLC,
***************************************	A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES
AUTHORIZED SIGNATUR	E(S): By:
	Title
	Title
	Title
	(IF CORPORATION, AFFIX SEAL)
NAME OF SURETY:ARG	I INSURANCE COMPANY
AUTHORIZED SIGNATUR	E:
	(IF CORPORATION, AFFIX SEAL)



H INSURANCE COMPANY

Bond Number: SU 5012976

ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, issued by the undersigned company, as Surety on behalf of WL Homes LLC, a Delaware Limited Liability Company DBA John Laing Homes as Principal, in favor of The County of Riverside as Obligee,

follows:

Effective February 7, 2005, the Principal and the Surety hereby agree to amend the attached bond as AMEND PREMIUM ON FAITHFIL PERFORMANCE BOND TO READ: \$3,120.00 FROM: \$3,143.00 TO: All else remains the same. Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative. Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated. SIGNED, SEALED, DATED: MARCH 28, 2005 ARCH INSURANCE COMPANY WL HOMES LLC. A DELAWARE LIMITED LIABILITY COMPANY **DBA JOHN LAING HOMES** (Principal) By: By: D.J. PICARD, Attorney in Fact COUNTY OF RIVERSIDE (Obligee) Obligee: Please sign endorsement and return to our office. Endorsement Number: 1

DIRECT CORRESPONDENCE TO: ARCH INSURANCE COMPANY, 135 N. LOS ROBLES AVENUE #825, PASADENA, CA 91101 PHONE (626) 639-5200 • FAX (626) 639-5210

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

FOR: Streets and Drainage \$	Tract No. 31386
Water System \$	Parcel Map No
	36,500 Bond No. SU5012977
	Premium \$3,274.00
Surety ARCH INSURANCE COMPANY	Principal WL HOMES LLC, A DELAMARE LIMITED LIABILITY COMPANY
Address 135 N. LOS ROBLES AVENU	
City/State PASADENA, CA	
Zip 91101	Zip 92879
Phone 626-639-5200	Phone 951-272-5100
WHEREAS, the County of Rivers	side, State of California, and WL HOMES LLC,
(hereinafter designated as "princip	pal") have entered into, or are about to enter into, the attached
agreement(s) whereby principal a	grees to install and complete the above designated public
improvements relating to (Truct/F	Parcel) 31386, which agreement(s) is/are hereby
referred to and made a part hereo	f; and,
the faithful performance of said a	uired under the terms of said agreement(s) to furnish bond(s) for greement(s); ncipal andARCH_INSURANCE_COMPANY, as, as, as
surety, are held and firmly bound	Dollars (\$ 436,500.00) lawful money of
THOUSAND FIVE HUNDRED & NO/100	at of which sum will and truly be made, we bind ourselves, our
the United States, for the payment	administrators, jointly and severally, firmly by these presents.
heirs, successors, executors and a	diministrators, John of and sovetany, then, of most have
executors, administrators, success and truly keep and perform the cany alteration thereof made as the the time and in the manner thereis meaning, and shall indemnify an employees, as therein stipulated, shall remain in full force and effi-	at some and the first state of the first state of the source of the sour
there shall be included costs and	ed hereby and in addition to the face amount specified therefore, reasonable expenses and fees, including reasonable attorney's successfully enforcing such obligation, all to be taxed as costs endered.

FAITHFUL PERFORMANCE BOND

The surety hereby stipulates at to the terms of this agreement accompanying the same shall waive notice of any such chars stipulates and agrees that the construction are not condition waived by surety.	or to the work to b in anywise affect it ge, extension of tir provisions of Section	e performed thereun s obligation on this l ne, alteration or addi on 2845 of the Civil	der or the specifications bond, and it does hereby ition. Surety further Code and commencement o
When the work covered by th work and thereupon, the amoremaining 10% held as securi agreements(s).	ant of the obligation	n of this bond is redu	uced by 90% with the
IN WITNESS WHEREOF, the above named, on	nis instrument has t	peen duly executed b	y the principal and surety
	DELAWARE LINITED L		
AUTHORIZED SIGNATUR	BA JOHN LAING HONES E(S): By:		
		Tide	
		Title	
		Title (IF CORPORATIO)	n, affix seal)
NAME OF SURETY:	ARCH INSURANCE COMP	WY	
AUTHORIZED SIGNATUR	RE:	-in-Fact	Title
		(IF CORPORATIO	N, AFFIX SEAL)

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

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

FOR: Streets and Drainage \$	Tract No. 31386
Water System \$	Parcel Map No.
Sewer System \$ 218,250	Rond No. \$15012977
Sewer System V	Premium INCLUDED IN THE PERFORMANCE BOND
Surety ARCH INSURANCE COMPANY	Principal WL HOMES LLC, A DELAWARE LINITED LIABILITY COMPAN
Address 135 N. LOS ROBLES AVENUE \$825	Address 255 E. RINCON STREET, SUITE 100
City/State PASADENA, CA	City/State corona, ca
	Zip 92879
Zip 91101 Phone 626-639-5200	Phone 851-272-5100
Phone	
WHEREAS, the County of Riverside, Stat	e of California, and WL HONES LLC,
A MELANARE CHARGE LIABILITY POMPANY DRA	JOHN LAING HOMES
Chaminafter decignated as "principal") hav	e entered into, or are about to enter into, the attached
interest formaring understant (a)	nstall and complete the above designated public
impersements relating to (Tract/Parcel)	31386 , which agreement(s) is/are hereby
referred to and made a part hereof; and,	
WILTEDEAS under the terms of said sorces	ment, principal is required, before entering upon the
section and the second section file a condition	M cutticient navment bond with the county of
perioritative of the work, to the a good and	ference is made in Title 15 (commencing with Section
3082) of Part 4 of Division 3 of the Civil	Code of the State of California:
3082) of Pan 4 of Division 3 of the Civil	Code of the pure of Comments
and the latest and the second second	the undersigned, as corporate surety, are held firmly
NOW, THEREFORE, said principal and	ractors, subcontractors, laborers, material persons and
unto the County of Riverside and all cond	ractors, succentractors, tabotats, table sum of the supported Elektreen
other persons employed in the performance	ce of said Civil Code in the sum of THO HANDRED EIGHTEEN
THOUSAND THO HUNDRED FIFTY & NO/100	Dollars (\$ 218,250.00) for materials
furnished or labor thereon of any kind, or	for amounts due under the Unemployment Insurance
the market managed to prople smooth or lebor th	at earl gireto mili dar me same m an amount not
the state of the second beautiful to the second section of the se	4P and also in case still is profit it about mis pour.
1 1111 - to the food amount there.	of chere and reachnable expenses and roos, more and
the second of food incurred by the	e County in successivity cutofour and confermed a
he awarded and fixed by the court, and to	be taxed as costs and to be included in the judgement
therein rendered.	
•	
It is hereby expressly stipulated and agre	ed upon that this bond shall inure to the benefit of any
tall as a semanning and comorati	one entitles to fill claims which I luc 15 (containments
with Section 3022) 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.
or and the condition of this hand he full	y performed, then this obligation shall become null and
20000 the condition of any cond of the	E-II forms and affect

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

MATERIAL AND LABOR BOND

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

NAME OF PRINCIPAL:	WL HOMES LLC,
	A DELAYARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES
UTHORIZED SIGNATUR	
	Title
•	
	Title
	Title
	(IF CORPORATION, AFFIX SEAL)
NAME OF SURETY:arc	I INSURANCE COMPANY
AUTHORIZED SIGNATUF D.J. PICARD	and a

(IF CORPORATION, AFFIX SEAL)

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

waived by surety.

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

المراجع والمناف والمنطق والمراجع أأر والأوار المواري		Tract/Parcel Map No. 31386		
			SU5012978	PREMIUM: \$434.00
			WL HOMES ELC,	ITEN I LABILITY COMPANY
Surety	ARCH INSURANCE COMPANY	Principal	DBA JOHN LAING	HOMES :
Address		Address	255 E. RINCON	STREET, SUITE 100
	PASADENA, CA	City/State	CORONA, CA	•
Zip	•	Zip	92879	
	626-639-5200	Phone	951-272-5100	
KNOW A	LL MEN BY THESE PRESENT	S:		
That,	WL HOMES LLC, A DELAWARE LIMITED LIABILITY COM	PANY DBA JO	HN LAING HOMES	Temperature street engineering and a second street engineering
subdivide	r as principal, and ARCH INSURANC	E COMPANY		
a corpora	tion, as surety, are hereby jointly a	and severally	y bound to pay	to the County of Riverside
the sum o	FIFTY-SEVEN THOUSAND EIGHT HUND	RED & NO/100	Dollars	(\$_57,800.00).
•	ition of this obligation is that, who		•.	
County o	of Tract/Parcel Map Number 31 f Riverside to set Survey Monume and to pay the engineer or survey on.	ents and Tic	Points in said	ract and furnish Tie Notes
original t	HEREFORE, if the subdivider she ern thereof, or of any extension of e, with or without notice to the su e, it shall remain in full force and	f said term the ety, then thi	hat may be grai	ited by the County of
there sha fees, inco	of the obligation secured hereby all be included costs and reasonable ared by the County in successfull ded in any judgement rendered.	e expenses	and fees, includ	ling reasonable attorney s
to the ter	ty hereby stipulates and agrees that ms of this agreement or to the wo nying the same shall in anywise a stice of any such change, extension	rk to be per ffect its obl	formed thereun gation on this l teration or add	oond, and it does hereby.

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

SUBDIVISION MONUMENT BOND

IAME OF PRINCIPAL:	
	A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOHES
UTHORIZED SIGNATU	
	Title
•	Title
	Title
	(IF CORPORATION, AFFIX SEAL)
AME OF SURETY:A	RCH INSURANCE COMPANY
AUTHORIZED SIGNAT	
	PICARD, Its Attorney-in-Fact Title

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

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

FROM: TLMA - Transportation Department

February 25, 2008

SUBJECT: Tract 31386

A Schedule "A" Subdivision in the Eastvale Area

Extension of Time Agreements/Reduction of Securities

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

BACKGROUND: On December 20, 2005, the Board entered into agreements with WL Homes, LLC, A Delaware LLC for the improvement of streets and the installation of a water and sewer system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Arch Insurance Company as follows:

\$2.754.755 - Bond #SU5012975 for the completion of street improvements

\$419,000 - Bond #SU5012976 for the completion of the water system \$436,500 - Bond #SU5012977 for the completion of the sewer system

\$57,800 - Bond #SU5012978 for the completion of the monumentation (Continued)

e A. Johnson

Director of Transportation

Departmental Concurrence

REVIEWED BY EXECUTIVE OFFICE

HS:If

Submittals: Vicinity Map

Road/Drainage Agrmts Water System Agrmts Sewer System Agrmts **Survey Monument Agrmts**

Policy

Ø 2

DATE

Consent Consent

Dep't Recomm.: Per Exec. Ofc.: MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Buster, Tavaglione, Stone, Wilson and Ashley

Nays:

None

Absent: Date:

None February 26, 2008

XC:

Transp., COB

Nancy Romero Clerk of the Boar

Prev. Agn. Ref. 12/20/05 - 2.9

District: 2

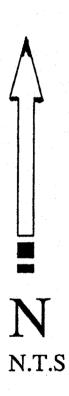
Agenda Number:

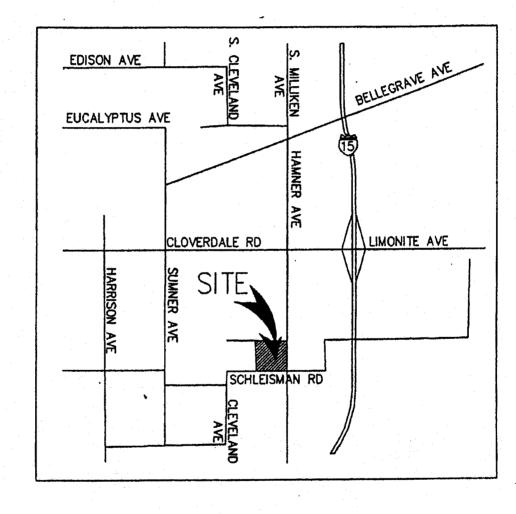
The Honorable Board of Supervisors RE: Tract 31386 February 25, 2008 Page 2 of 2

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

\$1,225,000 - Bond #SU5012975 for the completion of street improvements \$83,800 - Bond #SU5012976 for the completion of the water system \$87,300 - Bond #SU5012977 for the completion of the sewer system \$57,800 - Bond #SU5012978 for the completion of the monumentation

The developer requests an extension of time for the completion of Tract 31386. The agreements and reduced securities for the extension of time have been approved by County Counsel.





TRACT 31386 1P040108

EXTENSION OF TIME FEE \$219.30

Date Paid	
Check #	
Receipt #	

WATER DISTRICT JCSD

SEWER DISTRICT JCSD

SECURITIES

	STREETS	WATER	SEWER	MONU MENTS	MATERIAL AND LABOR
Celungi - 1 II se 755 1 Milas a Volgani Orgina Announus	\$2,485 d 755	\$419,000	\$436-100°	55714881007 x	# # # 12
Flood \$ 54,755 Streets \$1,170,245 Reduced 02/15/07	\$1,225,000	\$83,800	\$87,300	\$57,800	\$1,932,505
Agreements to:			Homes; 1952 72-5100 - Mar	0 Jamboree Ro ch 18, 2010	oad, #500;
Bonding Company:	Arch Insurance CA, 91101; (c			oles Ave., #18	25; Pasadena,
Bond Number	SU5012975	SU5012976	SU5012977	SU5012978	SU5012975, SU5012976, SU5012977
Agreements to C.C.	:	*****			4
Approved by Board:		Prev. Agend	a Ref.:	02/26/08	- 2.32
Expiration Date				*******	
NOC				*****	
90% Release Date		******			****
10% Retention Amt					
Mat/Lab Released		*****	4-		**********
Monuments Compltd	4. 1		Released:		
10% Released					
Expired Letter	03/18/10				



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department



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

February 15, 2007

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

RE: Tract 31386 - 90% Release of Security

Dear Sir:

On December 20, 2005, the Board entered into agreements with WL Homes, LLC, A Delaware LLC for the improvement of streets and the installation of a water and sewer system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Arch Insurance Company as follows:

\$2,754,755 - Bond #SU5012975 for the completion of street improvements

\$419,000 - Bond #SU5012976 for the completion of the water system

\$436,500 - Bond #SU5012977 for the completion of the sewer system

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

\$1,529,755 for the completion of street improvements

\$335,200 for the completion of the water system

\$349,200 for the completion of the sewer system

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

\$1,225,000 - Bond #SU5012975 for the completion of street improvements

\$83,800 - Bond #SU5012976 for the completion of the water system

\$87,300 - Bond #SU5012977 for the completion of the sewer system

Sincerely.

Hugh Smith

Engineering Division Manager

HS:1f

CRIGAR

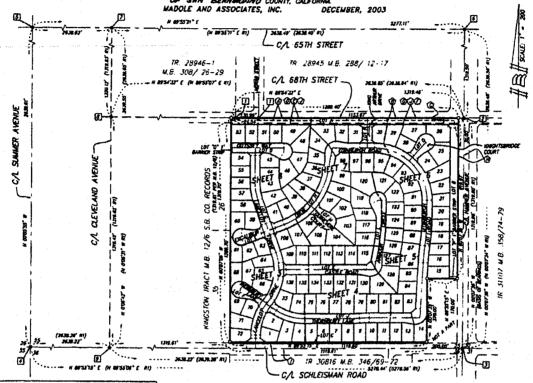
2005-1955-84G

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 31386

BEING A SUBDIVISION OF A PORTION OF LOTS 28 AND 33, AND PORTION OF LOTS 27 AND 34 OF THE KINGSTON TRACT AS SHOWN ON MAP FLED IN BOOK 12, PAGE 8 OF MAPS, RECORDS OF SAN COUNTY, IN THE SOUTH HALF OF SECTION 25, T. 2 S., R. 7 W., JURIUPA RANCH, RECORDS OF SAN BERNARDING COUNTY, CALFORNIA.

SCALE IN FEET



EASEMENT NOTES

- AN EASEMENT FOR ROADS, DRAMMOL' AND INCIDENTIAL PURPOSES, RECORDED 2/9/2000 AS INSTRUMENT NO. 2000-048314, OFFICIAL RECORDS 0
- AN EXEMPNT FOR MONES, DRAWINGE AND INCIDENTAL PURPOSES, RECORDED 2/9/2000 AS INSTRUMENT NO. 2000—049313, OFFICIAL RECORDS Ø
- A SOUTHERN CHIPTORINA EDISON EASEMENT FOR POLES LINES, COMOUNTS, UNDERFORCIMED FACETIES AND INCIDENTAL PRIMPOSES, RECORDED 4/5/2000 AS INSTRAIGHT NO. 2000-123897, OFFICIAL RECORDS
- AN EASTMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED 8/17/1959 AS INSTRUMENT NO. 52690, OFFICIAL RECORDS 0
- NA SAMEN CHEM RECORDS ESCHEN FOR A SOURIEN CONDENS INDERCROUP FACILITY AND RODDING PROPERTY FOR POLIS USES CONDUIS INDERCROUP FACILITY AND RODDING PROPERTY FACINGS OF CALLEY FOR FACINGS OF CALLEY FOR FAIL IN HARTY HAD COME 8. HARTY FOR FAIL HARTY FOR FAIL HAD NO PURIC UTLITY PURPOSS, RECORDS 75/01/52 B IN BOOK 1309, PAGE 542, OFFICIA, RECORDS 75/01/52 B IN BOOK 1309, PAGE 542, A SOURISM PARTY PURPOSS.
- COPTION, RECORDS

 A SOUTHWISH CHAPONINA EDISON EASEMENT FOR POLES LINES, CONDUITS, UNDERGROUND FACULTIES AND INCIDENTAL PHINDRESS, RECORDED 6/78/1948 AS INSTRUMENT NO. 39474, OFFICIAL RECORDS Ø
- AN EASEMENT FON ROLDS, AND INCIDENTAL PURPOSES, RECORDED 4/25/1943 IN BOOK 573, PAGE 22, DITION. RECORDS Ø
- AH EUSEMENT FOR ROADS, AND INCELENTAL PURPOSES, RECORDED 4/12/1932 IN BOOK 21, PAGE 445, DETECH RECORDS 0
- AN EXEMENT FON ROUDS, AND INCIDENTIAL PURPOSES, RECORDED 2/28/1986 AS INSTRUMENT NO. 21010, OFFICIAL RECORDS. Ø
- K. AVIGETIEN EACHMENT IN FRANK OF THE COUNTY OF RIVERSIDE RECORDED 8-30-05" INSTR* 7/2764.

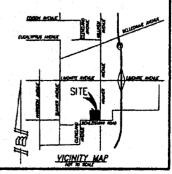
SURVEYOR'S NOTES:

- 1. THE BASIS OF BENNINGS IS THE CENTERENE OF HUMBER AVENUE TAKEN AS N 00'07'39" WEST, AS SHOWN BY TRACT NO. 2884S FLED IN BOOK 288, PAGES 12 THROUGH 17, INCLUSINE OF MUPS. RECORDS OF INVERSIDE COUNTY.
- 2. THIS TRACT CONTAINS JE 74 ACRES, GROSS
- ALL DAMANGE EASEMENTS, NATURAL WATER COURSES AND FLOOD PLANS MAST BE KEPT FREE OF ALL BUILDINGS AND OBSTRUCTIONS.
- 4. BUILDING SETBACK LINES SHULL CONFORM TO EXISTING ZOHING.
- 3. ALL MONAMENTS SET ACCORDING TO GROWINGE NO. 461.9.
- ALL MONUMENTS SHOWN "SET" ARE SET IN ACCORDANCE WITH MONUMENT AGREEMENT FOR THIS MAP, WHLESS OTHERWISE NOTED.
- 7. O MEMORIES SET 1" MON PAPE TAGGED "PLLS. 7839" FLUSH, UNLESS OTHERWISE MOTED.
- SET I" MON PIPE WITH BRASS UP "PLS. 7835" PLUSK AT REAR LOT COMPRES AND ANGLE POWTS ON MALE & "UP MARKED "PLS. 7835" FLUSH BY CONCRETE.
- SET LEAD AND TACK WITH BANSS THE "PLLS. TEJS" FLUSH, IN TOP OF CURB ON THE PROLONGATION OF SIDE LOT LINE FOR FRONT CORNERS
- 10. HI HOICATES RECORD DATA PER TR. 28845 M.M. 288/12-17
- 11. () INDICATES RECORD DATA AS MOTED
- 12. HUBBIEL MOICHES RESTRICTED VONCULAR ACCESS
- 13. . INDICATES FOUND MONUMENT AS SHOWN
 - THORARS FOLKO 1" LP. MODED "LS. 5529", FLUSH, POR TR. 28945 M.S. 288/12-17.
 - [7] HONCATES FOUND R.R. SPIKE, DH. Q.S. PER TH 20045 M.B. 2007/12-17, ACCEPTED AS THE C.A. BIT, HANNER AVENUE AND BOTH STREET.
 - | MOICATES FOUND 2 1/2" LP. "L.S. 5529" OH. AS' MER TH 28945 M.B. 286/12-17 AND TH 28550-1 MB 275/11-18, ACCEPTED AS SE COR. OF SEC. 25 172. R7N.
 - [4] MODENTS FOUND 1" LP. WITH PLASTIC PLUS, ELECTRIC TMG, ON .36", ACCEPTED AS SW CORE OF SEC 25 T2S, NTM, PER TO 34/50 AND TO 28045 MR. 286/12-17 AND TR 28520-1 MB 275/11-16. STT 1" LP., TAGGED "PLS. 7835", FLISH
 - [3] MONCATES FOUND 1" LP. WITH PLASTIC PLUG, ELEGIBLE TAG, DN G.S.; ACCEPTED AS MEST COUNTRY COMMON OF SEC. 25 T2S, RPN, NO REF. SET 1" LP., TAGGED "PLLS. 7635"; FLUSH

- E) MODEATES FOLMO 1' LP. (L.S. 5579), DM 0.1', 0.13'
 SN OF C.P., NO REF. ACCEPTED AS USET 1/4 COR.
 SCC. 25 TEST, RPF RPT 18 04/25 400 TO 20045
 M.B. 2004/12-17 AND TR 20520-1 MD 275/11-18,
 ST 1' LP., MODEO 7' LE. R. 5529), TUDAY, PCP TR
 2004/12-17 AND TR 20540-1 MD 275/11-18,
 ACCOPTED AS THE CENTER SEC. 25 TES, RPF
- MOCATES FOUND 1" LP. (L.S. 5529), FLUSH, PER IN 289446-1 NO. 308/26-29 AND IN 28945 N.B. 288/12-17.

ENVIRONMENTAL CONSTRAINTS NOTE:

EMMONMENTAL CONSTRAINT SHEET AFTERME THIS MAP IS ON FILE IN THE COUNTY OF INVESTIGET THAN PROPORTION DEPARTMENT SAMELY DIMSON, IN ECT. BOOK S.Z. PAGE ZO. THIS AFFECTS ALL LOTS.





COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Transportation Department



Juan C. Perez
Director of Transportation

Sage and Associates 1301 Dove Street, Suite 820 Newport Beach, California 92660 April 24, 2012

RE: Tract 31386

Final Punch List REVISED

A field review of Tract Map 31386, John Laing Homes project, located in the Eastvale area, has been reviewed. The following Items of work remain to be completed:

- 1. Sweep and clean all streets, curb and gutter with a sweeper truck prior to water test as directed.
- 2. Water test and correct all ponding areas in the curb and gutter, cross gutter and spandrel flow lines as directed.
- 3. Remove all fuel, oil spills, paint, and other materials spilled on the Portland cement concrete /or Asphalt Concrete paving as directed.
- 4. Remove miscellaneous debris and spoils piles from the County Right of Way.
- 5. Remove and replace broken or sub-standard Portland cement concrete sidewalk, curb and gutter, driveways, cross gutters, spandrels, and curb ramp detectable warning surface, as marked.
- 6. Patch all chips in Portland cement concrete as directed.
- 7. Grind lip of sidewalk a minimum of 2-inches wide, to bring the protrusion flush with top of curb

- 8. Furnish and install a silicone seal between the P.C.C. concrete curb and gutter and sidewalk (in order to prevent run off water from going between the curb and gutter and sidewalk).
- 9. Furnish and install a silicone seal between the P.C.C. concrete Driveway Approach and the Driveway, to replace the deterioration/missing expansion joint (in order to prevent runoff water from going between the Driveway Approach and Driveway).
- 10. Cut all private under sidewalk drains through curb flush with the Portland cement concrete curb face, per County Standard 310.
- 11. Clean all catch basins, C.M.P.'s, R.C.P.'s and drains as directed.
- 12. Grind and patch the interior and exterior surfaces of the catch basin(s) to remove fins, protrusions, rock pockets, etc., as directed.
- 13. Furnish and install retaining screws in the inlet catch basin lids as directed.
- 14. Align, adjust, and tighten all street name signs as directed.
- 15. Grind .10' and cap pave a .10' hot mix asphalt concrete, ½" PG 64-10 Max Medium as marked (to correct trenching and scarring).
- 16. Fog seal all asphalt concrete surfacing with a mixture of asphaltic emulsion and water diluted so that the resulting mixture will contain 60% emulsion and 40% added water. The combined mixture to be spread at the rate of 0.09 of a gallon per square yard.
- 17. Weed kill grass and weeds growing in the joints of P.C.C. concrete curb, gutter and sidewalks and at other locations as directed; with Round Up diluted according to manufacturer's directions (Note: Re-application in 90 days may be necessary to permanently control perennial weeds).

- 18. All access ramps (throughout the entire tract) need to comply with the latest County Standard NO. 403 dated 11/15/04 which indicates the use of Raised Truncated Dome Detectable Warning Surface see County Standard NO. 403 for details.
- Monument Bonds: Developers surveyor submits the required documents and requests final approval of the Survey Department at 951-955-6700.
- 20. Re-paint all striping, legends, and thermal plastic stop bars per the signing and striping plans after the Fog seal application.
- 21. Install missing speed limit signs at entrance to tract.
- 22. Remove and replace STOP signs (older than 4 years) with new STOP sign (DG3 reflectivity).

Remove all unauthorized concrete flat work (within the City Right-Of-Way) around utility boxes (cable, SCE, etc.) and replace the damaged ones in kind, as directed.

Items of work mentioned above need to be completed within 90 days of the date on this Final Punch List, otherwise a <u>revised</u> Final Punch List may be issued reflecting any new or changed field conditions.

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

Sincerely,

George Yassa

Technical Unit Supervisor

Cc: inspector File



CONSTRUCTION OBSERVATION REPORT

REPOR	r No.	75	DATE	<u>Wee</u>	k of 6-11	-11	_ M T W	T F S	S
WEATH	ier: Cl	ear Cloudy Windy	Rain				nly: High I		
CLIENT	: JCSD				•		ORK ORDER NO.: 2003		
CONTR	ACTOR:	John Laing Homes		F	PROJECT:	Tra	ct 31386		
LOCAT	ION OF V	WORK: Project Streets							
CONTR	ACTOR S	START TIME: 0			CONTRAC	TOR	END TIME: 0		
			EQUI	PMENT A	and/or I	αВО	R		
No.	No.	Description			No.	No	. Descript	ion	
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		(Equipment of E	2001)		Equip.	1410	L'Equipment o	1 12001)	
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I Chann	Daniani	d b 17	WEG	NO		10:	A 1.3 A	VEC	NO
		d by Engineer d by Owner	YES YES	NO			Accidents Any Anticipated Delays	YES YES	NO NO
	es Requeste		YES	NO NO			Any Anticipated Extras	YES	NO
		a by Other action Time Required	YES	NO			Subcontractor Problems	YES	NO
		ification Requested of Engineer	YES	NO			Construction on Schedule	YES	NO
		stitution Requested of Owner	YES	NO			Major material Deliveries Today	YES	NO
7. Design		The state of the s	YES	NO			Survey Crew On Site	YES	NO
		of work to Plan & Specs.	YES	NO			Geotechnical On Site	YES	NO
	Condition		YES	NO		18.	Requests Made by Contractor	YES	NO
		1.601141.5					1		
KEMAR	KS: W	ed. 6-8-11(1hr.): This in	spector	has me	t with a c	consi	ultant for the above men	monea proje	ect this
							n Laing Homes, has go		
the bon	ding co	<u>mpany has taken over t</u>	o begin	prepari	ng the pr	oject	for Final Acceptance.	<u>After review</u>	ring
							unch-list for the project		
	Fr	i. 6-10-11(1hr.): As req	uested,	this ins	pector is	on s	ite to develop a prelimi	nary punch-	list.
		N/A				Jeff	Martinez		
Contra	ctor			Title			erver		
							· ·	Page 1 o	f 2



WORK ORDER NO. 2003-1015C

CLIENT: JCSD

REPORT NO. 75

DATE: Week of 6-11-11

Page 2 of 2

REMARKS: Discrepancies as follows:

- 1) Paint all "S" & "W" curb markings. Green "S" and Blue "W".
- 2) Paint all FH, BO, Valve Lids and AV at the project.
- 3) Open and ensure that all valve cans are straight, free of debris and have undamaged slip cans.
- 4) Clean and verify that all meter boxes have 3/4" crushed rock.
- 5) Replace any meter box and or lid that is damaged or cracked.
- 6) Install blue reflective markers where missing.
- 7) Expose locator wire at all meters and appurtenances.
- 8) Re-attach chains at all FH's and BO's.
- 9) Open and verify that all manholes are clean and free of any debris.
- 10) AV at lot #65 requires a street 90 and a bug screen.
- 11) Provide a Homeowner Release Letter at lots 46 and 102.
- 12) Install a guard post at lot #104 and provide a Homeowner Release Letter.
- 13) Install a guard post at lot #7 and provide a Homeowner Release Letter.
- 14) Install a 2' by 2' concrete pad for the BO at lot #2.
- 15) Remove the brush 3' in all directions from the FH at lot #83.
- 16) Re-pave the repair area in Guinevere Ct.
- 17) Provide the certification or Re-certify the backflow device at the irrigation meter in Edenburgh Rd.
- 18) Turn in to the District the as-builds, digital disc, soils report, sewer video with notes and sewer mappings.

NOTE: The completion and acceptance of the project depends on but is not limited to the above list. Other items may be added to the list at the discretion of the District. Contact the project inspector when the list has been completed or if there are any questions.

N/A Jeff Martinez	Contractor		Title	Observer	
		N/A		Jeff Martinez	



MEMORANDUM

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

DATE: January 3, 2012

TO:

Bill Hofferber, Chief of Surveying and Mapping Division

FROM:

Robert J. Cullen, Chief of Design and Construction Division

RJC

RE:

Tract No. 31386

Eastvale MDP Line D-1

Eastvale MDP Line D-2, Stage 2 Project Nos. 2-0-00334 and 2-0-00361

Drawing No. 2-364

Inspection Account No. 139-0-4-0897

In accordance with the Agreement between the District, the County of Riverside and Hearthstone Multi-Asset Entity A, L.P., the above referenced project was inspected by the District and found to be constructed per plans and specifications.

Please note all necessary right-of-way documents should be processed and completed before final acceptance. Upon completion of right-of-way approval please inform the Operations and Maintenance Division that the project should be accepted into our maintenance system. Applicable bonds associated with this project shall not be released until final project acceptance into the District's maintenance system. Notice of acceptance should be sent to the following:

Riverside County Transportation and Land Management Agency Stop #1080

Attn: Laura Foster Farah Khorashadi Hearthstone Multi-Asset Entity A, L.P. 225 E. Rincon Street, Suite 100 Corona, CA 92879

Attn: Lisa Bass

ec: Mark Wills
Mekbib Degaga
Teresa Tung
Kathryn Gairson
Mark Biloki
Jim McNeill
Greg Walker
Ami Urista
Henry Olivo
Contract Admin. File

SG:mcv P8\143021

EXHIBIT 'A

AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and <u>WL HOMES LLC, DBA JOHN LAING HOMES</u> hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31580, 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 Four million seven hundred seventeen thousand six hundred and no/100 Dollars (\$4.717.600.00).

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

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

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

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

County

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

CONTRACTOR
WL HOMES LLC,
DBA JOHN LAING HOMES
255 E. RINCON STREET, SUITE 100
CORONA, CA 92879

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

Ву _______

Title PROJECT MANAGER

By Green

Title v P LAND DEVELOPMENT

COUNTY OF RIVERSIDE

MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO, Clerk to the Board

Denuty

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

Britonica A. Rimero

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Security of the security of th na na nataona na nataon State of California County of Pivers e personally known to me □ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) le/are subscribed to the within instrument and STEPHANIE MILLER acknowledged to me that he/she/they executed Commission # 1426331 the same in his/her/their authorized Notary Public - California capacity(ies), and that by hie/her/their Riverside County signature(s) on the instrument the person(s), or Ay Comm. Expires Jun 24, 2007 the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Agreement for the Construction of Pood/Assirage Document Date: April 15,7005 Number of Pages: _< Capacity(ies) Claimed by Signer Signer's Name: ☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney-In-Fact ☐ Trustee ☐ Guardian or Conservator Other: Signer is Representing:

AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and ___wl homes llc, DBA JOHN LAING HOMES hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31580, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Jurupa Community Services District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirtysix inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Three hundred fifty-five thousand and no/100 Dollars (\$355,000.00).

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

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

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

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

County

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

WL HOMES LLC, DBA JOHN LAING HOMES 255 RINCON STREET, SUITE 100 CORONA, CA 92879

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

CRAIO SMITTH

Title PROJECT MANAGER

By _______

TIMOTHY R. JONES

Title w p LAND DEVELOPMENT

COUNTY OF RIVERSIDE

MADIE CONTRACTOR

MARION ASHLEY

CHAIRMAR BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO, Clerk to the Board

Denuty

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

Brymica X-Romena

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

State of California Country of Pure State Defore me, State of California Service State of California Country of Pure State Defore me, State of California Defore me, State of California SEPHANE MALER Commission of 1425331 Commission of 1425331 Commission of 1425331 Revented Country My Comm. Beybes Jun 34, 2007 My Comm. Beybes Jun 34, 2007 Though the statement of the Wilhin Instrument and acknowledged to me that behieve their secured the same in Newhertheir subscribed to the Wilhin Instrument and acknowledged to me that heterophethic vescented the health of the State Institute (apacity) and that by Newhertheir subscribed the same in New Holling and California (apacity) and the same in Newhertheir subscribed to the New New York of the State Institute (apacity) and the New New York of the State Institute (apacity) and the New New York of the New York of the New New York of the New CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Secretarios es es es estatos es estatos es estatos es estatos es estatos es estatos estatos es estatos estatos es estatos esta

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 <u>WL HOMES LLC, DBA JOHN LAING HOMES</u> hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31580, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Jurupa Community Services District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Four hundred twelve thousand and no/100 Dollars (\$412,000.00).

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

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

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

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

County

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

Contractor

WL HOMES LLC, DBA JOHN LAING HOMES 255 E. RINCON STREET, SUITE 100 CORONA, CA 92879

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

Sy CAN SY

Title PROJECT MANAGER

TIVOTILL D VOLUME

Title v p LAND DEVELOPMENT

COUNTY OF RIVERSIDE

MARION ASHLEY

CHAIRK 22 beind of Supervisors

ATTEST:

NANCY ROMERO, Clerk to the Board

Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

Bycnica R. Romen

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of Riverside before me, Station & Miller, Notary R E personally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) le/are subscribed to the within instrument and acknowledged to me that he/ehe/they executed STEPHANIE MILLER the same in his/her/their authorized Commission # 1426331 capacity(ies), and that by his/her/their Volary Public - California Riverside County signature(s) on the instrument the person(s), or Comm. Busines Jun 24, 2007 the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattechment of this form to another document. **Description of Attached Document** Title or Type of Document: Appropriate 1 the Construction of sever sixen Document Date: Pon1 15,2005

AGREEMENT FOR THE PLACEMENT OF SURVEY MONUMENTS

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31580, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, his surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of <u>Sixty thousand eight hundred and no/100 Dollars</u> (\$60.800.00).

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

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

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

County

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

Contractor

WL HOMES LLC, DBA JOHN LAING HOMES 255 E. RINCON STREET, SUITE 100 CORONA, CA 92879

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

CDATE SMITH

Title PROJECT MANAGER

By TIMOTHY R. JONES

Title V P I AND DEVELOPMENT

COUNTY OF RIVERSIDE

Money Askeley

MARION ASHLEY

HARRICAE, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO, Clerk to the Board

Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

BXLIGNICA R-Romenl

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

State of California County of Piversick Date County of Piversick Date County of Piversick Con And Source County of Piversick Date County of Piversick Date County of Piversick Date County of Piversick STEPHANE MILLER Commission of 1426331 Notary Public - Costromic Riverside County Riverside County Riverside County Riverside County Riverside County Riverside Co CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Title or Type of Document: Asperement for the Planement of Sunsy Manument Document Date: April 15,2005 Number of Pages: <u>3</u> Signer(s) Other Than Named Above: None Capacity(les) Claimed by Signer Signer's Name:

☐ Individual

☐ Other:

☐ Attorney-in-Fact ☐ Trustee

☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General

☐ Guardian or Conservator

Signer is Representing:

FAITHFUL PERFORMANCE BOND

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

FOR: Streets and Drainage \$ 4,717,600	Tract No. 31580
Water System \$	Parcel Map No
Sewer System \$	Bond No. <u>\$05012262</u>
	Premium \$35,382.00
Surety ARCH INSURANCE COMPANY	Principal WL HOMES LLC, DBA JOHN LAING HOMES
Address 135 N. LOS ROBLES AVENUE #825	Address 255 E. RINCON STREET, SUITE 100
City/State PASADENA, CA	City/State corona, ca
Zip91101	Zip 92879
Phone 626-639-5200	Phone 951-272-5100
(hereinafter designated as "principal") have	ve entered into, or are about to enter into, the attached install and complete the above designated public
improvements relating to (Tract/Parcel)	31580 , which agreement(s) is/are hereby
referred to and made a part hereof; and,	
Totottoe to tale illand a practice of the state of the st	
WHEREAS, said principal is required un	der the terms of said agreement(s) to furnish bond(s) for
the faithful performance of said agreemer	ıt(s);
SEVEN HUNDRED SEVENTEEN THOUSAND SIX HUNDI	e County of Riverside in the penal sum of FOUR MILLION RED Dollars (\$ 4,717,600,00) lawful money of
the United States, for the payment of whi	ich sum will and truly be made, we bind ourselves, our
heirs, successors, executors and administ	rators, jointly and severally, firmly by these presents.
The condition of this obligation is such to executors, administrators, successors or and truly keep and perform the covenant any alteration thereof made as therein prothetime and in the manner therein specific meaning, and shall indemnify and save hereing.	hat if the above bonded principal, his or its heirs, assigns, shall in all things stand to and abide by, and well is, conditions and provisions in the said agreement and ovided, on his or their part, to be kept and performed at fied, and in all respects according to their true intent and narmless the County of Riverside, its officers, agents and is obligation shall become null and void; otherwise, it
As a part of the obligation secured hereb	by and in addition to the face amount specified therefore,

and included in any judgement rendered.

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 FORM APPROVED

COUNTY COUNSEL APR 2 1 2005

BELL KONLLD

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of <u>CALIFORNIA</u>	
County of ORANGE	
DATE	CYNTHIA S. WOZNEY, NOTARY PUBLIC NAME TITLE OF OFFICER - E.Q. VANE DOE, NOTARY PUBLIC
personally appearedD.J. PICARD	NAME(S) OF SIGNER(S)
personally known to me - OR - property p	oved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is larged subscribed to the within instrument and acknowledged to me that he/stractivesy executed the same in his/tractitisetr authorized capacity(tess), and that by his/tractitistic signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.
	OPTIONAL SEGIATURE OF NOTARY
Though the data below is not required by law, it may if fraudulent reattachment of this form.	OPTIONAL prove valuable to persons relying on the document and could preven
Though the data below is not required by law, it may if fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER	OPTIONAL
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Though the data below is not required by law, it may in traudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLES PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT	DESCRIPTION OF ATTACHED DOCUMENT PERFORMANCE BOND TITLE OR TYPE OF DOCUMENT ONE PAGE - TWO SIDED NUMBER OF PAGES APRIL 13, 2005
Though the data below is not required by law, it may if fraudulent restrachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TIMES PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	DPTIONAL prove valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT PERFORMANCE BOND TITLE OR TYPE OF DOCUMENT ONE PAGE - TWO SIDED NUMBER OF PAGES

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

* 7

State of California	
County of Riverside	> ss.
County of RIVEY STORE	 A supplied of the supplied of the
On Acris Line 2 CASE helpre me S	Hemorie Miller, Noton Rubic Name and Tale of Officer (e.g., Vane Doe, Notary Pacific)
Dote	Name and Title of Officer (e.g., "Jane Dos, Notary Public")
personally appeared Tim XXCS	Marries of Bignerial D. Smith
	Moersonally known to me
	proved to me on the basis of satisfactor
	evidence
	to be the person(s) whose name(s) is/arr
	subscribed to the within instrument and
STEPHANIE MOLLER	acknowledged to me that he/she/they execute
Commission # 1426331	the same in his/her/their authorize
Notary Public - California	capacity(ies), and that by his/her/the
Riverside County	signature(s) on the instrument the person(s), of the entity upon behalf of which the person(s)
My Comm. Bipbes Jun 24, 2007	acted, executed the instrument.
•	WITNESS my hand and official seal.
	Styd Lil Signature of Hotory Public
	Signature of Hotory Public
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Though the Information below is not required by law, it may present the information of Attached Document Title or Type of Document: Faithful F Document Date: Paper 13,205 Signer(s) Other Than Named Above: D.T. Capacity(les) Claimed by Signer Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General	Proored Number of Pages: Proored
Though the Information below is not required by law, it may present the information of Attached Document Title or Type of Document: Faithful F Document Date: Paper 13,2005 Signer(s) Other Than Named Above: D.T. Capacity(les) Claimed by Signer Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney-in-Fact	Proored Number of Pages: Proored
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MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

FOR: Streets and Drainage \$ 2,427,850	1 ract No. 31300
Water System \$	Parcel Map No.
Sewer System \$	Bond No. \$05012262
and the second of the property of the second	Premium INCLUDED IN PERFORMANCE BOND
Surety ARCH INSURANCE COMPANY	Principal WL HOMES LLC, DBA JOHN LAING HOMES
Address 135 N. LOS ROBLES AVENUE #825	Address 255 E. RINCON STREET, SUITE 100
City/State PASADENA, CA	City/State corona, ca
	Zip92879
Zip 91101 Phone 626-639-5200	Phone 951-272-5100
(hereinafter designated as "principal") hav	e of California, and <u>WL HOMES LLC, DBA JOHN LAING</u> HOMES re entered into, or are about to enter into, the attached
improvements relating to (Tract/Parcel) _3 referred to and made a part hereof; and, WHEREAS, under the terms of said agrees	ment, principal is required, before entering upon the ad sufficient payment bond with the County of
Riverside to secure the claims to which re 3082) of Part 4 of Division 3 of the Civil	eference is made in Title 15 (commencing with Section
unto the County of Riverside and all cont other persons employed in the performan MERTY-SEVEN TRUSTO EIGHT HAMED FIFTY & NO/100-furnished or labor thereon of any kind, or Act with respect to such work or labor, the exceeding the amount hereinabove set for pay, in addition to the face amount there reasonable attorney's fees, incurred by the awarded and fixed by the court, and to therein rendered.	the undersigned, as corporate surety, are held firmly tractors, subcontractors, laborers, material persons and ace of said Civil Code in the sum of MO HILLION FUR HANNED. Dollars (\$ 2,427,850.00) for materials r for amounts due under the Unemployment Insurance that said surety will pay the same in an amount not orth, and also in case suit is brought upon this bond, will of, costs and reasonable expenses and fees, including the County in successfully enforcing such obligation, to be taxed as costs and to be included in the judgement
and all percons, companies and comorat	eed upon that this bond shall inure to the benefit of any ions entitles to full claims under Title 15 (commencing 3 of the Civil Code, so as to give a right of action to t upon this bond.
Should the condition of this bond be ful void; otherwise, it shall be and remain i	lly performed, then this obligation shall become null and not full force and effect.
	FORM APPROVED COUNTY COUNSEL

APR 2 1 2005

Byudoneid

FAITHFUL PERFORMANCE BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

FOR:	Streets and Drainage	. \$		Tract No.	31580
	Water System	\$ 355,000		Parcel Ma	p No
a arang tanèn sa at an indrindra	Sewer System	\$		Bond No.	SU5012263
					\$2,663.00
Surety	ARCH INSURANCE COM	PANY	Principal_		DBA JOHN LAING HOMES
	SS 135 N. LOS ROBLES /		Address _	255 E. RINCON	STREET, SUITE 100
	State PASADENA, CA		City/State	CORONA, CA	
	91101		Zip	92879	
	626-639-5200		Phone	951-272-5100	
(here	inafter designated as "¡	orincipal") have	entered int	o, or are about	to enter into, the attached
agree	ment(s) whereby princ	ipal agrees to in	nstall and co	mplete the abo	ve designated public
impro	ovements relating to (T	ract/Parcel) _3	1580	, which ag	reement(s) is/are hereby
referi	red to and made a part	hereof; and,			
WHI the fa	EREAS, said principal aithful performance of	is required und said agreement	er the terms (s);	of said agreem	nent(s) to furnish bond(s) for
NOV	V, THEREFORE, we t	he principal and	ARCH INS	URANCE COMPANY	, as
suret	v. are held and firmly	bound unto the	County of F	Liverside in the	penal sum of THREE HUNDRED
FIFTY-	FIVE THOUSAND & NO/100		Do	lars (\$ 355,000.	oo lawful money of
the L	Inited States, for the pa	syment of which	h sum will a	and truly be ma	ide, we bind ourselves, our
heirs	s, successors, executors	and administra	ators, jointly	and severally,	firmly by these presents.
The exect and any the timea emp	condition of this obligations, administrators, struly keep and perform alteration thereof made time and in the manner ning, and shall indemnologees, as therein stipul remain in full force a	ation is such the successors or as the covenants, as therein pro- therein specifi- ify and save haulated, then this and effect.	at if the abossigns, shall conditions vided, on hied, and in alternless the coolingation	ve bonded prin in all things stand provisions s or their part, of il respects acco County of Rive shall become n	cipal, his or its heirs, and to and abide by, and wel in the said agreement and to be kept and performed at rding to their true intent and rside, its officers, agents and ull and void; otherwise, it
ther	e shall be included cos	ts and reasonat	ole expenses	and fees, inclu	e amount specified therefore, ading reasonable attorney's on, all to be taxed as costs

and included in any judgement rendered.

FORM APPROVED COUNTY COUNSEL APR 2 1 2005

BYLL-KONELO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA	
County of ORANGE	
	CONTROL OF THE PARTY NOMED V DITTO TO
On 4-13-2005 before n	NAME, TITLE OF OFFICER - E.G., "ANNE DOE, NOTARY PUBLIC"
personally appearedD.J. PICARD	
	NAME(S) OF SIGNER(S)
$oxed{x}$ personally known to me - OR - $oxed{\Box}$ $oxed{r}$	proved to me on the basis of satisfactory evidence
	to be the person(s) whose name(s) is larger
	subscribed to the within instrument and ac- knowledged to me that he/shæ/thæy. executed
	the same in his/brex/tiretr authorized
	capacity(tiess), and that by his/trest/thusix
CYNTHIA S. WOZNEY	signature(s) on the instrument the person(s),
COMM. #1362259 m	or the entity upon behalf of which the
ORANGE COUNTY My Comm. Exp. June 25, 2006	person(5) acted, executed the instrument.
my Comm. Exp. June 20, 200	
	WITNESS my hand and official seal.
	· ·
	arra Enna
	STATE ON ANY STATE OF WATER OF
	JERGHATURE OF HOTARY
	OPTIONAL SIGNATURE OF NOTARY
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CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLES PARTNER(S) LIMITED	OPTIONAL y prove valuable to persons relying on the document and could prever DESCRIPTION OF ATTACHED DOCUMENT PERFORMANCE BOND
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	OPTIONAL y prove valuable to persons relying on the document and could prever DESCRIPTION OF ATTACHED DOCUMENT PERFORMANCE BOND TITLE OR TYPE OF DOCUMENT
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CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TRUES PARTNER(S) GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	OPTIONAL y prove valuable to persons relying on the document and could prever DESCRIPTION OF ATTACHED DOCUMENT PERFORMANCE BOND TITLE OR TYPE OF DOCUMENT ONE PAGE - TWO SIDED
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POWER OF ATTORNEY

Know All Men By These Presents:

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

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

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

tate of California	
county of Riverside	\$5.
comy or <u>ELNCL SIGO</u>	
	_
On <u>April 15, 2005</u> before me, St	Name and Title of Officer (e.g., "Jame Dos, Noticey Proble")
ersonally appeared Tim Jaces c	Alins A mins hon.
	Name(s) of Signer(s)
	☑ personally known to me
	proved to me on the basis of satisfactory evidence
	evidence
	to be the person(s) whose name(s) ie/are
	subscribed to the within instrument and
STEPHANE MILLER	acknowledged to me that he/she/they executed
Commission # 1426331	the same in his/her/their authorized capacity(ies), and that by his/her/their
Notary Public - Cattornia	signature(s) on the instrument the person(s), or
Bivenide County My Comm. Expires Jun 24, 2007	the entity upon behalf of which the person(s)
My Committee of the Com	acted, executed the instrument.
	WITNESS my hand and official seal.
	Starting of Notary Public
	IONAL
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MATERIAL AND LABOR BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

FOR: Streets and Drainage \$	Tract No. 31580
Water System \$ 177,500	Parcel Map No.
Sewer System \$	Bond No. <u>505012263</u>
Jewel System	Premium INCLUDED IN THE PERFORMANCE BON
STITELY ARCH INSURANCE COMPANY	Principal WL HOMES LLC, DBA JOHN LAING HOMES
Address 135 N. LOS ROBLES AVENUE #825	Address 255 E. RINCON STREET, SUITE 100
	City/State corona, ca
City/State PASADENA, CA Zip 91101	Zip92879
Zip 91101 Phone 626-639-5200	Phone 951-272-5100
Phone	1 110110
WHEREAS, the County of Riverside, Sta	te of California, and WL HOMES LLC, DBA JOHN LAING HOMES
agreement(s) whereby principal agrees to improvements relating to (Tract/Parcel) _ referred to and made a part hereof; and,	ve entered into, or are about to enter into, the attached install and complete the above designated public 31580, which agreement(s) is/are hereby
marformance of the work to file a good a	ement, principal is required, before entering upon the and sufficient payment bond with the County of reference is made in Title 15 (commencing with Section Code of the State of California;
unto the County of Riverside and all con- other persons employed in the performar seven thousand five hundred a no/100 furnished or labor thereon of any kind, o Act with respect to such work or labor, t exceeding the amount hereinabove set for pay, in addition to the face amount there reasonable attorney's fees, incurred by the be awarded and fixed by the court, and t therein rendered.	the undersigned, as corporate surety, are held firmly stractors, subcontractors, laborers, material persons and nee of said Civil Code in the sum of ONE HUNDRED SEVENTY— Dollars (\$ 177,500.00) for materials or for amounts due under the Unemployment Insurance that said surety will pay the same in an amount not orth, and also in case suit is brought upon this bond, will cof, costs and reasonable expenses and fees, including the County in successfully enforcing such obligation, to to be taxed as costs and to be included in the judgement
STOUTED fire seinenman serveren He bee	reed upon that this bond shall inure to the benefit of any attions entitles to full claims under Title 15 (commencing in 3 of the Civil Code, so as to give a right of action to at upon this bond.
Should the condition of this bond be fu void; otherwise, it shall be and remain	ally performed, then this obligation shall become null and in full force and effect.
	FORM APPROVED COUNTY COUNSEL

APR 2 1 2005

BUT YWATT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State ofCALIFORNIA	
County of ORANGE	
On4-13-2005 before me	O, CYNTHIA S. WOZNEY, NOTARY PUBLIC , MANE, TITLE OF OFFICER - E.G., JAME DOE, NOTARY PUBLIC.
personally appeared D.J. PICARD	
▼ normanally known to me - OP - □ nr	roved to me on the basis of satisfactory evidence
a personally known to me - on - c. pi	to be the person(s) whose name(s) is known and acknowledged to me that he/streams authorized capacity (test), and that by his/treamstreams
CYNTHIA S. WOZNEY COMM. #1362259 Motary Public-California ORANGE COUNTY My Comm. Exp. June 25, 2006	signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	WITNESS my hand and official seal.
	SECHATORIE OF NOTARY
	OPTIONAL -
Though the data below is not required by law, it may fraudulent reattachment of this form.	prove valuable to persons relying on the document and could prevent
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
LI CORPORATE OFFICER	MATERIAL AND LABOR BOND
TITLE(S)	TITLE OR TYPE OF DOCUMENT
PARTNER(S) LIMITED GENERAL	ONE PAGE - TWO SIDED
	NUMBER OF PAGES
OTHER:	APRIL 13, 2005
	DATE OF DOCUMENT
SIGNER IS REPRESENTING:	N/A
ARCH INSURANCE COMPANY	SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

ARCH Surety

NOTICE - DISCLOSURE OF TERRORISM PREMIUM

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Arch Insurance Company is the surety.

DISCLOSURE OF PREMIUM

The portion of the premium attributable to coverage for terrorist acts certified under the Act is Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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county of 12104	(2)OL	
n April 15,2	before me,	Seasone Miller, Notary Rudic. Name and Title of Officer (e.g., Vane Doe, Notary Public)
Date	Tin- Trans	Name and Title of Officer (e.g., Varie Doe, Notary Proble)
disorially appeared _	THIS CAN ICS	Namo(s) of Signer(s)
		personally known to me proved to me on the basis of satisfactory
		evidence
		to be the person(s) whose name(s) is/are
		subscribed to the within instrument and
Yanaa.		acknowledged to me that he/she/they executed
	STEPHANIE MILLER mmission # 1426331	the same in his/her/their authorized capacity(ies), and that by his/her/their
	ary Public - California	signature(s) on the instrument the person(s), or
	Riverside County	the entity upon behalf of which the person(s)
. July Co	nm. Expires Jun 24, 2007	acted, executed the instrument.
	· · · · · · · · · · · · · · · · · · ·	WITNESS my hand and official seal.
		Signature of Nation Parisis
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State ofCALIFORNIA	💶 - Barrier - B
County of ORANGE	_
On before me	CYNTHIA S. WOZNEY, NOTARY PUBLIC
DATE DETOTE THE	NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC
personally appearedD.J. PICARD	1
El como de la como de ma	NWE(5) OF SKYNER(5)
My Centrin state white 24, 2006	roved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is larged subscribed to the within instrument and acknowledged to me that he/shouthers executed the same in his/treut/treat authorized capacity(tres), and that by his/treut/treat signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.
	OPTIONAL
	prove valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER	MATERIAL AND LABOR BOND
	TITLE OR TYPE OF DOCUMENT
TITLE(S)	
☐ ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	ONE PAGE - TWO SIDED
ATTORNEY-IN-FACT	NUMBER OF PAGES
☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR	
OTHER:	APRIL 13, 2005
	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(ES)	N/A
ARCH INSURANCE COMPANY	SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

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

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of Riverside before me, Stechanie Milter, Notar personally appeared Time personally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) le/are subscribed to the within instrument and STEPHANIE MILLER acknowledged to me that he/she/they executed Commission # 1426331 Notary Public - California the same in his/her/their authorized Riverside County capacity(ies), and that by his/her/their Comm. Explos Jun 24, 2007 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Makerial and Labor Rose Number of Pages: _2 Document Date: April 13,2005 Signer(e) Other Than Named Above: D.J. Floard Capacity(ies) Claimed by Signer Signer's Name: ☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney-in-Fact

☐ Trustee

Other: __

☐ Guardian or Conservator

Signer is Representing:

FAITHFUL PERFORMANCE BOND

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

(Government Code Section 66499.1)

Tract No: 31580

FOR:	Streets and Drainage	\$		Tract No: 31580
agilara (Bilata), alifa at	Water System	\$		Parcel Map No
	Sewer System	\$ 412,000		Bond No. <u>suso12264</u>
		-		Premium\$3,090.00
Surety	ARCH INSURANCE COMP	ANY	Principal	WL HOMES LLC, DBA JOHN LAING HOMES
	SS 135 N. LOS ROBLES A		Address	
	State PASADENA, CA		City/State	CORONA, CA
Zip_	•		Zip	92879
•	626-639-5200	-	Phone	951-272-5100
артее	ment(s) whereby princ	ipal agrees to i	install and c	to, or are about to enter into, the attached omplete the above designated public
referi	red to and made a part l	nereof; and,	31380	, which agreement(s) is/are hereby
WHI the fa	EREAS, said principal i	s required und said agreemen	ler the term t(s);	s of said agreement(s) to furnish bond(s) for
suret TWELL the I	VE THOUSAND & NO/100 Inited States, for the pa	oound unto the	County of Do	Riverside in the penal sum of FOUR HUNDRED blars (\$412,000.00) lawful money of and truly be made, we bind ourselves, our y and severally, firmly by these presents.
and any the t	eutors, administrators, s truly keep and perform alteration thereof made time and in the manner uning, and shall indemn	the covenants as therein pro therein specifi ify and save he	ssigns, shale, conditions ovided, on he led, and in a same armless the	ove bonded principal, his or its heirs, I in all things stand to and abide by, and well and provisions in the said agreement and is or their part, to be kept and performed at all respects according to their true intent and County of Riverside, its officers, agents and shall become null and void; otherwise, it

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

shall remain in full force and effect.

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).

above named, on	,
NAME OF PRINCIPAL:	
AUTHORIZED SIGNATURE(S): By:	
Timothy R. Jones, Vice President Lend Stever Title	ppment
Title (IF CORPORATION, AFFIX SEAL)	
NAME OF SURETY: ARCH INSURANCE COMPANY AUTHORIZED SIGNATURE: D.J. PICARD, Its Attorney-in-Fact Title	

(IF CORPORATION, AFFIX SEAL)

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

State of California	-
County of Riverside	-
On /-19-05 before me.	Name and Tile of Office (e.g., Jane Coe, Notary Public, R. Jokes Name(a) of Signer(s)
Date	Name and Title of Officer (e.g., "Jame Coe, Notary Public")
personally appeared /(Wo9709	Name(s) of Signer(s)
CASMEN ADAME ESPAZA his or	In the basis of satisfactory evidence to be the person(s) tose name(s) is/are subscribed to the within instrument d acknowledged to me that he/she/they executed the me in his/her/their authorized capacity(ies), and that by wher/their signature(s) on the instrument the person(s), the entity upon behalf of which the person(s) acted, ecuted the instrument.
My Comm. Explass Mor 21, 2008	TNESS my hand and official seal.
	Carnen XI
	Signature of Notary Public
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Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer Title(s): Partner — Limited General	Number of Pages: Individual Corporate Officer Title(s): Partner — □ Limited □ General
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer Title(s): Partner — Limited General Attomey-in-Fact Trustee	Signer's Name: Individual Corporate Officer Title(s): Partner — D Limited D General Attorney-in-Fact Trustee
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer Partner Limited General Attorney-in-Fact	Signer's Name: Individual Corporate Officer Title(s): Partner — D Limited D General Attorney-in-Fact
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer Partner Limited General Attorney-in-Fact	Signer's Name: Individual Corporate Officer Title(s): Partner Limited General Attorney-in-Fact Trustee Guardian or Conservator
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer Title(s): Limited General Attorney-in-Fact Trustee Guardian or Conservator	Signer's Name: Individual Corporate Officer Title(s): Partner Limited General Attorney-in-Fact Trustee Guardian or Conservator
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator Official Trustee Top of thumb here	Signer's Name: Individual Corporate Officer Title(s): Partner Limited General Attorney-in-Fact Trustee Guardian or Conservator Of Signer Top of thumb here

State ofCALIFORNIA	
County of ORANGE	
On1-7-2005 before m	OR CYNTHIA S. WOZNEY, NOTARY PUBLIC
DATE	NAME, TITLE OF OFFICER - E.G.; "JANE DOE, NOTARY PUBLIC"
personally appearedD.J. PICARD	
	NAME(S) OF SIGNER(S)
oxtimes personally known to me - $oxtimes$ $oxtimes$	proved to me on the basis of satisfactory evidence
	to be the person(s) whose name(s) is larger
	subscribed to the within instrument and ac-
	knowledged to me that he/streathers executed
	the same in his/treat/theta authorized
	capacity(tiess), and that by his/trentitueix
CYNTHIA S. WOZNEY	signature(x) on the instrument the person(x),
COMM. #1362259	or the entity upon behalf of which the
Notary Public-California ORANGE COUNTY	person(§) acted, executed the instrument.
My Comm. Exp. June 25, 2006	
***************************************	WITNESS my hand and official seal.
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POWER OF ATTORNEY

Know All Men By These Presents:

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

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

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

04/21/2009 10:14 AM CF34C_2244

authorized officers, this 1st day	of April , 20	os Arch Insurance C	ompany
Attested and Certified		ra di ilionicione	· ·
	Regrance Co		
	CONTRACT SAL		•
~ 20	2 100		
	Claseri	Shener 1	P. Lucho dre
oseph S. Labell, Corporate Secretar	y -	Thomas P. Lucksto	ne, Vice President
STATE OF CONNECTICUT SS	•		
COUNTY OF FAIRFIELD SS			
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This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Home Office: Kansas City, MO

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Printed in U.S.A.

MATERIAL AND LABOR BOND

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

FOR: Streets and Drainage \$		Tract No. 31580	
Water System \$		Parcel Map No.	
Sewer System \$ 206,000	and a superior of the superior of the superior	Bond No. SU5012264	
Surety ARCH INSURANCE COMPANY	Principal	Premium INCLUDED IN THE PERFO	RMANCE BON
Address 135 N. LOS ROBLES AVENUE #825	Address	255 E. RINCON STREET, SUITE 100	
City/State PASADENA, CA	City/State_	CORONA, CA	
Zip 91101	Zip	92879	, ,
Phone 626-639-5200	Phone	951-272-5100	
WHEREAS, the County of Riverside, State)MES
(hereinafter designated as "principal") have agreement(s) whereby principal agrees to in improvements relating to (Tract/Parcel) 31 referred to and made a part hereof; and,	nstall and con	aplete the above designated public	
WHEREAS, under the terms of said agreen performance of the work, to file a good and Riverside to secure the claims to which ref 3082) of Part 4 of Division 3 of the Civil C	d sufficient pa ference is mad	syment bond with the County of le in Title 15 (commencing with S	
NOW, THEREFORE, said principal and the unto the County of Riverside and all control other persons employed in the performance THOUSAND & NO/100 furnished or labor thereon of any kind, or the Act with respect to such work or labor, the exceeding the amount hereinabove set forth pay, in addition to the face amount thereof reasonable attorney's fees, incurred by the be awarded and fixed by the court, and to therein rendered.	actors, subcore of said Civi Dollator amounts dat said surety th, and also in f, costs and re County in su	ntractors, laborers, material person locate in the sum of TWO HUNDRED ars (\$206,000.00) for materia ue under the Unemployment Insurwill pay the same in an amount not case suit is brought upon this bon asonable expenses and fees, included associated as a suit of the control of the contro	s and SIX als ance t d, will ling on, to
It is hereby expressly stipulated and agree and all persons, companies and corporatio with Section 3082) of Part 4 of Division 3 them or their assigns in any suit brought u	ons entitles to of the Civil	full claims under Title 15 (comme Code, so as to give a right of action	ncing

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

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

MATERIAL AND LABOR BOND

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

IN WITNESS WHEREOF, this instrument has been duly executed by the princip above named, on,	al and surety
NAME OF PRINCIPAL:JOHN LAING HOMES	
	and the same of th
AUTHORIZED SIGNATURE(S): By:	
Title Title	ind Development
Title	
(IF CORPORATION, AFFIX SE	AL)
NAME OF SURETY: ARCH INSURANCE COMPANY	
AUTHORIZED SIGNATURE: D.J. PICARD, Its Attorney-in-Fact Title	

(IF CORPORATION, AFFIX SEAL)

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

State of California County of Riversible	
County of KINENSUSE	20.0
On 1-19-05 before	e me Carmon: Adame Espara, Notary Public Name and Tide of Officer (e.g. "Jane Doe. Notary Public) Y R. Jona's Name(e) of Signer(e)
personally appeared 11 Mrs 44	Name and tide of Omper (e.g., "Jame Doe, Notary Public")
CARMEN ADAME ESPARZA Commission ≠ 1477889 Notary Public - California €	to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Riverside County My Corrun. Expires Mar 21, 2008	WITNESS my hand and official seal.
	Corney (F)
	Signature of Notary Public
	OPTIONAL —
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