

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

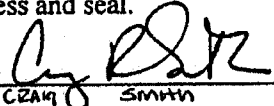
County

Contractor

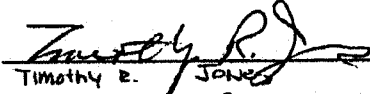
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

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

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

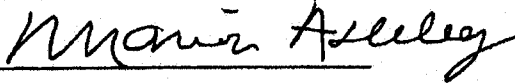
By 
Craig Smith

Title PROJECT MANAGER

By 
Timothy E. Jones

Title V.A. Land Development

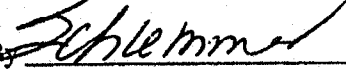
COUNTY OF RIVERSIDE

By 

MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

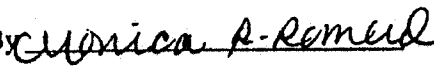
ATTEST:

NANCY ROMERO,
Clerk to the Board

By 
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

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

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carmen Adame Esparza
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

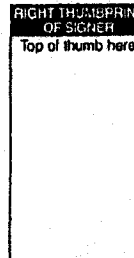
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



**AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

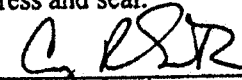
County

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

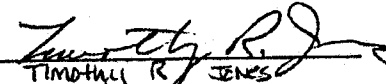
Contractor

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

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

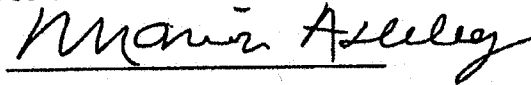
By 
Craig Smith

Title PROJECT MANAGER

By 
Timothy R. Jones

Title V.P. Land Development

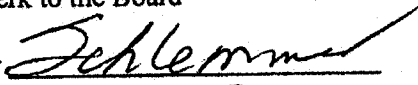
COUNTY OF RIVERSIDE

By 

MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk to the Board

By 
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside } ss.

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

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in his/her/their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carmen Adame Esparza
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

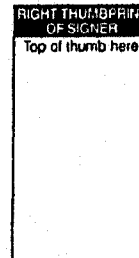
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____



**AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

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

WITNESSETH:

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

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

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

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

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

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

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

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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 C. R. Smith
C. R. Smith

Title PROJECT MANAGER

By Timothy R. Jones
Timothy R. Jones

Title V.P. Card Development

COUNTY OF RIVERSIDE

By Marion Ashley

MARION ASHLEY

MEMBER, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk to the Board

By Schlemmer
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By Nancy Romero

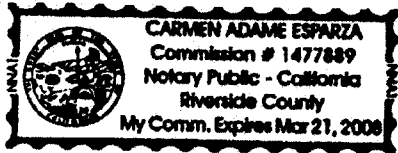
SIGNATURES OF CONTRACTOR MUST BE WITNESSES BY NOTARY
AND EXECUTED IN TRIPPLICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

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

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity(ies), and that by ~~his~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carmen Adame Esparza
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

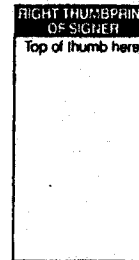


EXHIBIT 'B'

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

FOR: Streets and Drainage	\$ 265,000	Tract No.	31220
Water System	\$ 63,000	Parcel Map No.	
Sewer System	\$ 79,000	Bond No.	SUS012279
		Premium	\$3,053.00

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

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

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31220, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

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

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

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

FAITHFUL PERFORMANCE BOND

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

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

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

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

AUTHORIZED SIGNATURE(S): By: _____

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: _____

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

Title

(IF CORPORATION, AFFIX SEAL)

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

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

FOR: Streets and Drainage \$ 132,500 Tract No. 31220
 Water System \$ 31,500 Parcel Map No. _____
 Sewer System \$ 39,500 Bond No. SUS012279
 Premium INCLUDED IN THE PERFORMANCE BOND

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

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

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31220, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of TWO HUNDRED THREE THOUSAND FIVE HUNDRED & NO/100--- Dollars (\$ 203,500.00---) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

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

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

MATERIAL AND LABOR BOND

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

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

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

AUTHORIZED SIGNATURE(S): By: _____

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: _____

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

Title

(IF CORPORATION, AFFIX SEAL)

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


Arch
 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.

Surety:

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

By: _____

D.J. PICARD
 Attorney-in-fact

Date: DECEMBER 20, 2007

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

Tract/Parcel Map No. 31220
 Bond No. SU5012280 PREMIUM: 143.00

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

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the
 final map of Tract/Parcel Map Number 31220, entered into an agreement with the
 County of Riverside to set Survey Monuments and Tie Points in said tract and furnish Tie Notes
 therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after
 completion.

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

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

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

SUBDIVISION MONUMENT BOND

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

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

AUTHORIZED SIGNATURE(S): By: _____

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: _____

D.J. PICARD,

Its Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

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

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

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

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31220 (OFFSITE - FOR A PORTION OF TRACT NO. 30575-1), which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and ARCH INSURANCE COMPANY, as surety, are held and firmly bound unto the County of Riverside in the penal sum of TWO HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED & NO/100--- Dollars (\$228,500.00---) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

FAITHFUL PERFORMANCE BOND

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

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

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

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

AUTHORIZED SIGNATURE(S): By: _____
Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

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

(IF CORPORATION, AFFIX SEAL)

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

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

FOR: Streets and Drainage \$ 89,000
 Water System \$ 8,500
 Sewer System \$ 16,750

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

Parcel Map No. _____

Bond No. SUS013371

Premium INCLUDED IN THE PERFORMANCE BOND

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

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

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

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31220 (OFFSITE - FOR A PORTION OF TRACT NO. 30575-1), which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of ONE HUNDRED FOURTEEN THOUSAND TWO HUNDRED FIFTY & NO/100--- Dollars (\$ 114,250.00---) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

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

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

MATERIAL AND LABOR BOND

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

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

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

DBA JOHN LAING HOMES

AUTHORIZED SIGNATURE(S): By: _____

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: _____

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

Title

(IF CORPORATION, AFFIX SEAL)

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



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

Arch Surety

SECURITY RIDER/CONSENT

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

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

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

Surety:

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

By: _____

D.J. PICARD
Attorney-in-fact

Date: DECEMBER 20, 2007

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

6083



FROM: TLMA - Transportation Department

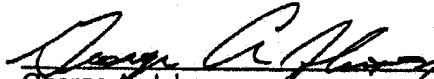
SUBMITTAL DATE:
March 31, 2008

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

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

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

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

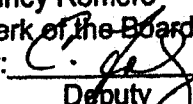

George A. Johnson
Director of Transportation

- 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: Transp., COB

Nancy Romero
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref. 12/13/05 - 2.15 | District: 2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

2.16

DATE 3/20/08
Tina Grande

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

Department: Transportation

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

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

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

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

TRACT 31220 (Onsite Improvements)
IP030184

EXTENSION OF TIME FEE \$219.30

Date Paid _____
 Check # _____
 Receipt # _____

WATER DISTRICT JCSD

SEWER DISTRICT JCSD

SECURITIES

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

*Enforcement sent to C.C.
 3-15-11*

TRACT 31220 (Offsite Improvements)
IP030184

EXTENSION OF TIME FEE \$219.30

Date Paid _____
 Check # _____
 Receipt # _____

WATER DISTRICT JCSD

SEWER DISTRICT JCSD

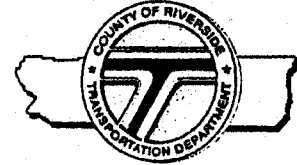
SECURITIES

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



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Transportation Department



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

December 21, 2006

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

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

Dear Sir:

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

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

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

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

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

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

Sincerely,

Hugh Smith
Engineering Division Manager

HS:if

2005-03447
Original

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA
TRACT MAP NO. 31220

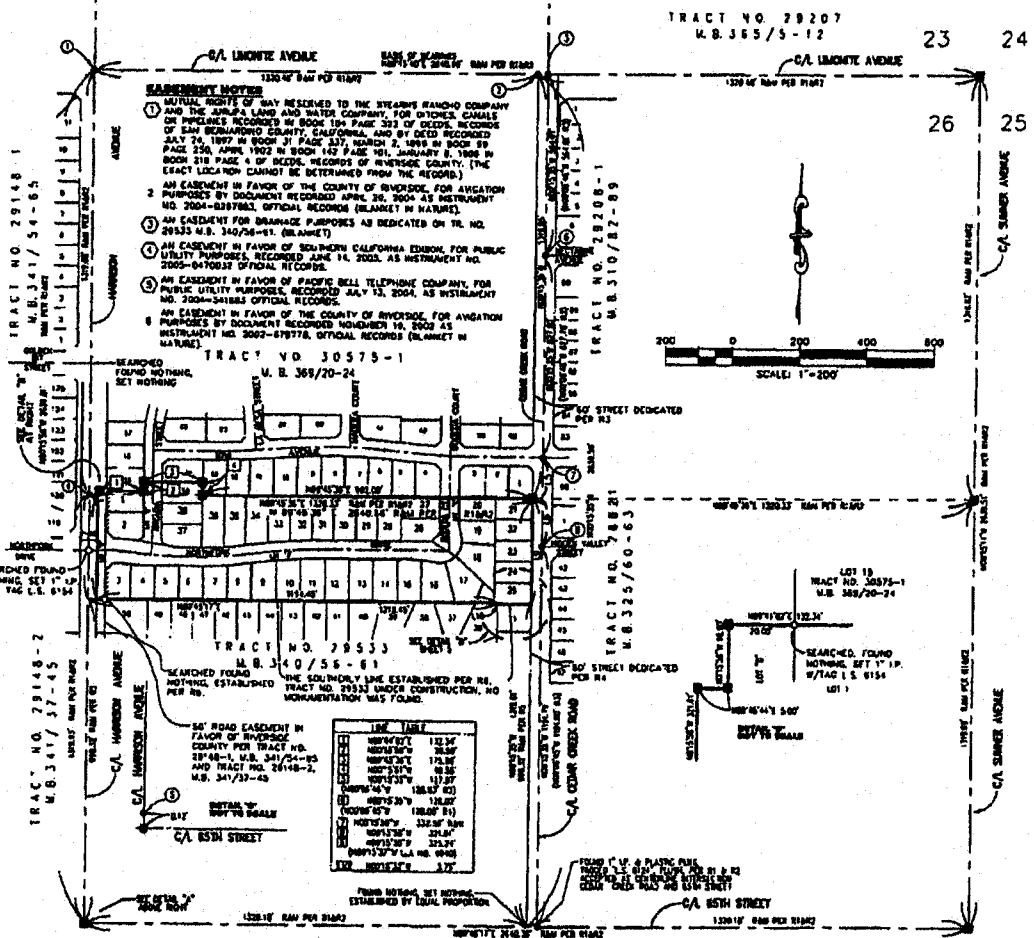
SHEET 3 OF 5 SHEETS

BEING A SUBDIVISION OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 6840 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 26, 2006 AS INSTRUMENT NO. 2006-07878 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY, LYING WITHIN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN.
EADSON & ASSOCIATES, INC.
WILLIAM E. EADSON, L.S. 6154

ENVIRONMENTAL CONSTRAINTS NOTES
ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT - SURVEY DIVISION, W. C.C.S. ROOM 200, PAGE 28. THIS AFFECTS ALL LOTS.

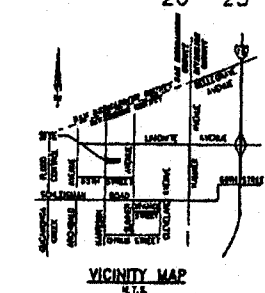
REFERENCES
R1 - TRACT NO. 28575-1, U.S. 369/20-24
R2 - TRACT NO. 28575-1, U.S. 369/20-24
R3 - TRACT NO. 28575-1, U.S. 369/20-24
R4 - TRACT NO. 28575-1, U.S. 369/20-24
R5 - TRACT NO. 28575-1, U.S. 369/20-24
R6 - TRACT NO. 28575-1, U.S. 369/20-24

BASE OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF LINDHAY AVENUE, BEING N 89°45'40" E, AS SHOWN ON TRACT NO. 30575-1 RECORDED IN BOOK 389, PAGES 20-24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, RIVERSIDE COUNTY, CALIFORNIA.



- MONUMENT DESCRIPTIONS**
- 1. FOUND CAPROD WELL DN. 8" FROM SURFACE WITH 3/4" I.P. TAGGED U.S. 4055, DN. 24" IN ASPHALT PATCH PER R1 AND R2, ACCEPTED AS NORTH 1/4 COR. OF SEC. 26, T. 3 S., R. 7 W., S.B.M.
 - 2. FOUND RR SPIKE WITH PLAIN MARK PER TRACT NO. 20575-1, U.S. 369/20-24, REPLACED W/1" I.P. AND TAG L.S. 6154, FLUSH
 - 3. FOUND 1" I.P. TAGGED L.S. 9889 FLUSH, PER R1&2 ACCEPTED AS CENTERLINE INTERSECTION LINDHAY AVENUE & CEDAR CREEK ROAD
 - 4. FOUND 1-1/4" I.P. TAGGED "LS 4055", DN. 0.3", PER R1 & R2
 - 5. FOUND PUNCHED RAILROAD SPIKE, NORTH 0.12' PER R1 & R2, SEE DE144 "A" ABOVE
 - 6. FOUND 1" I.P. AND TAG L.S. 5855 FLUSH, PER R3 ACCEPTED AS CENTERLINE INTERSECTION LINDHAY AVENUE & CEDAR CREEK ROAD
 - 7. FOUND 1" I.P. AND TAG L.S. 5855 FLUSH, PER R3 ACCEPTED AS CENTERLINE INTERSECTION LINDHAY AVENUE & CEDAR CREEK ROAD
 - 8. FOUND 1" I.P. AND TAG L.S. 5828 FLUSH, PER R4 ACCEPTED AS CENTERLINE INTERSECTION LINDHAY AVENUE & CEDAR CREEK ROAD

- SURVEYOR'S NOTES**
- 1. O INDICATES FOUND MONUMENT AS REFERENCED HEREON.
 - 2. O INDICATES SET 1"-1/8" IRON PIPE, TAGGED L.S. 6154, FLUSH.
 - 3. O INDICATES FOUND 1" IRON PIPE, TAGGED L.S. 6154, PER TRACT 20575-1, U.S. 369/20-24
 - 4. SET 1" I.P., TAGGED L.S. 6154, FLUSH, AT ALL INTERIOR LOT CORNERS AND STREET INTERSECTIONS, UNLESS OTHERWISE NOTED.
 - 5. SET LEAD AND TAG L.S. 6154 IN TOP OF CURB AT ALL SIDE LOT LINES PROJECTED, EXCEPT AT STREET INTERSECTION CORNER CUTBACKS.
 - 6. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS & OBSTRUCTIONS.
 - 7. INDICATES RESTRICTED ACCESS DEDICATED HEREON
 - 8. ALL MONUMENTS SHOWN SET ARE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP
 - 9. THIS SUBDIVISION CONTAINS 8.76 ACRES, GROSS.
 - 10. THIS SUBDIVISION CONSISTS OF 39 NUMBERED LOTS AND 4 LETTERED LOTS.



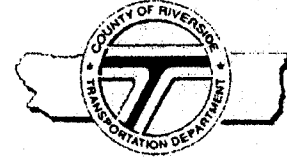
2005-03448
96/13/2005 08:08
3 of 4





COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Transportation Department



Juan C. Perez
Director of Transportation

EXHIBIT 'D'

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

March 19, 2012

RE: Tract 31220

Final Punch List

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

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

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

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

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

Sincerely,

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

George Yassa
Technical Unit Supervisor

Cc: inspector
File

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



July 26, 2011

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

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

Dear Mr. Smith:

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

Sincerely,

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

Nicole Smith
Development Engineering Representative

2445 I.P.
4212 Engineer/ns

EXHIBIT A

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

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

WITNESSETH:

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

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

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

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

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

County

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

Contractor

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

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

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

By _____

Title _____

COUNTY OF RIVERSIDE

By Marion Ashley
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk to the Board

By Schlemmer
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By /s/

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE } ss.

On 2/18/2005 before me, MARY HOLLENBAUGH, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared TIMOTHY R. JONES
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Mary Hollenbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: AGREEMENT

Document Date: 2/17/05 Number of Pages: 2

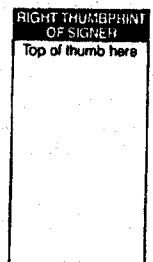
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



**AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

County

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

Contractor

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

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

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

By _____

Title _____

COUNTY OF RIVERSIDE

By Marion Ashley

MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk to the Board

By Schlemmer
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By Monica R. Romero

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

} SS.

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

personally appeared TIMOTHY R. JONES
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary Hollenbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement

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

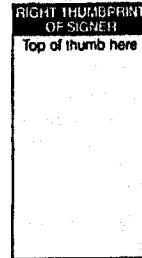
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____



**AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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.

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

By _____
Title _____

COUNTY OF RIVERSIDE

By Marion Ashley
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk to the Board

By Schlemmer
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By Monica R. Romero

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

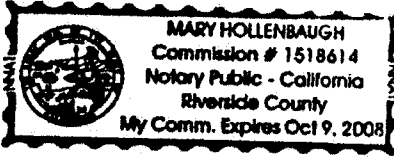
} ss.

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

personally appeared TIMOTHY R. JONES
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hen/their authorized capacity(ies), and that by his/hen/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary Hollenbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement

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

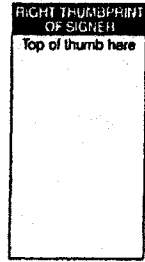
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

County

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

Contractor

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

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

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

By _____

Title _____

COUNTY OF RIVERSIDE

By Marion Ashley
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

NANCY ROMERO,
Clerk to the Board

By Schlemmer
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By Yvonne R. Romero

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

} ss.

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

personally appeared TIMOTHY R. JONES
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Mary Hollenbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement

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

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____

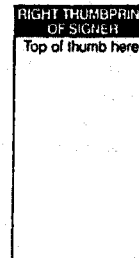


EXHIBIT 'B'

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

FOR: Streets and Drainage \$ 2,754,755 Tract No. 31386
Water System \$ Parcel Map No.
Sewer System \$ Bond No. SU5012975
Premium \$20,661.00

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

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES
(hereinafter designated as "principal") have entered into, or are about to enter into, the attached
agreement(s) whereby principal agrees to install and complete the above designated public
improvements relating to (Tract/Parcel) 31386, which agreement(s) is/are hereby
referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and ARCH INSURANCE COMPANY, as
surety, are held and firmly bound unto the County of Riverside in the penal sum of TWO MILLION SEVEN HUNDRED
FIFTYFOUR THOUSAND SEVEN HUNDRED FIFTY-FIVE & NO/100Dollars (\$ 2,754,755.00---) lawful money of
the United States, for the payment of which sum will and truly be made, we bind ourselves, our
heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

FAITHFUL PERFORMANCE BOND

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

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

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

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

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

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: *D.J. Picard*
D.J. PICARD, Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

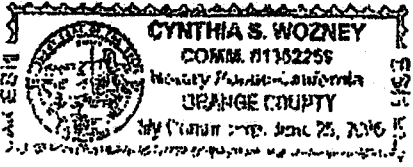
State of CALIFORNIA

County of ORANGE

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

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

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cynthia S. Wozney
(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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

DESCRIPTION OF ATTACHED DOCUMENT

PERFORMANCE BOND
TITLE OR TYPE OF DOCUMENT

ONE PAGE - TWO SIDED
NUMBER OF PAGES

FEBRUARY 7, 2005
DATE OF DOCUMENT

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

N/A
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of RIVERSIDE } ss.

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

personally known to me
 proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.
Mary Hollenbaugh
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

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

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

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____

RIGHT TO REMOVE OR REPEAL THIS INSTRUMENT FROM PUBLIC RECORDS IF YOU ARE THE SIGNER OF THIS INSTRUMENT

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

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

Attested and Certified



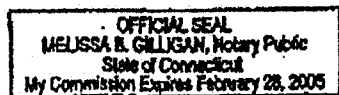
[Signature]
Joseph S. Labell, Corporate Secretary

[Signature]
Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

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



[Signature]
Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

CERTIFICATION

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

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

[Signature]
Joseph S. Labell, Corporate Secretary

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



Home Office: Kansas City, MO

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

WHEREAS, the County of Riverside, State of California, and WL HONES LLC,
A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HONES
(hereinafter designated as "principal") have entered into, or are about to enter into, the attached
agreement(s) whereby principal agrees to install and complete the above designated public
improvements relating to (Tract/Parcel) 31386, which agreement(s) is/are hereby
referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly
unto the County of Riverside and all contractors, subcontractors, laborers, material persons and
other persons employed in the performance of said Civil Code in the sum of ONE MILLION FOUR HUNDRED
FOUR THOUSAND SEVEN HUNDRED FIFTY-FIVE & NO/100--- Dollars (\$1,404,755.00---) for materials
furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance
Act with respect to such work or labor, that said surety will pay the same in an amount not
exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will
pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including
reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to
be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement
therein rendered.

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

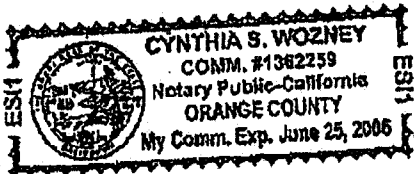
State of CALIFORNIA

County of ORANGE

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

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

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~~~they~~ executed the same in his/~~her~~~~their~~ authorized capacity(ies), and that by his/~~her~~~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cynthia S. Wozney
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

PAYMENT BOND
TITLE OR TYPE OF DOCUMENT

ONE PAGE - TWO SIDED
NUMBER OF PAGES

FEBRUARY 7, 2005
DATE OF DOCUMENT

N/A
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE } ss.

On 2-08-2005

before me, Mary Hollenbaugh, Notary Public

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

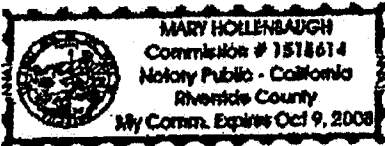
personally appeared Timothy R. Jones

(Name of Signer(s))

(Number of Signer(s))

personally known to me
 proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

(Signature of Notary Public)
 (Signature of Notary Public)

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond

(Handwritten Title)

Document Date: 2-7-05

(Handwritten Date)

Number of Pages: 1-2-sided

(Handwritten Page Count)

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

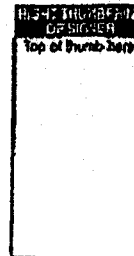
(Handwritten Name)

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____



POWER OF ATTORNEY

Know All Men By These Presents:

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

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

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

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

FOR: Streets and Drainage	\$ _____	Tract No.	<u>31386</u>
Water System	\$ <u>419,000</u>	Parcel Map No.	_____
Sewer System	\$ _____	Bond No.	<u>5U5012976</u>
		Premium	<u>\$3,120.00</u>

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

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES
(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31386, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and ARCH INSURANCE COMPANY, as surety, are held and firmly bound unto the County of Riverside in the penal sum of FOUR HUNDRED NINETEEN THOUSAND & NO/100--- Dollars (\$ 419,000.00---) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

FAITHFUL PERFORMANCE BOND

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

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

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

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

AUTHORIZED SIGNATURE(S): By: _____
Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

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

(IF CORPORATION, AFFIX SEAL)

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

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

FOR: Streets and Drainage \$
Water System \$ 309,500
Sewer System \$
Tract No. 31386
Parcel Map No.
Bond No. SU5012976
Premium INCLUDED IN THE PERFORMANCE BOND
Surety ARCH INSURANCE COMPANY
Address 135 N. LOS ROBLES AVENUE #825
City/State PASADENA, CA
Zip 91101
Phone 626-639-3200
Principal WL HONES LLC, A DELAWARE LIMITED LIABILITY COMPANY
Address 255 E. RINCON STREET, SUITE 100
City/State CORONA, CA
Zip 92879
Phone 851-272-5100

WHEREAS, the County of Riverside, State of California, and WL HONES LLC, A DELAWARE LIMITED LIABILITY COMPANY, DBA JOHN LAING HOMES (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31386, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of THREE HUNDRED NINE THOUSAND FIVE HUNDRED & NO/100--- Dollars (\$ 309,500.00---) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

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

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

MATERIAL AND LABOR BOND

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

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

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

AUTHORIZED SIGNATURE(S): By: _____
Title

Title

Title

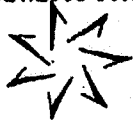
(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

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

(IF CORPORATION, AFFIX SEAL)

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



ARCH 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,

Effective February 7, 2005, the Principal and the Surety hereby agree to amend the attached bond as follows:

AMEND PREMIUM ON FAITHFUL PERFORMANCE BOND TO READ:

FROM: \$3,120.00

TO: \$3,143.00

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

**WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY
DBA JOHN LAING HOMES
(Principal)**

**ARCH INSURANCE COMPANY
(Surety)**

By: _____

By: _____
D.J. PICARD, Attorney in Fact

**COUNTY OF RIVERSIDE
(Obligee)**

By: _____

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.	<u>31386</u>
Water System	\$ _____	Parcel Map No.	_____
Sewer System	\$ <u>436,500</u>	Bond No.	<u>SU5012977</u>
		Premium	<u>\$3,274.00</u>

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

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES
(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31386, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and ARCH INSURANCE COMPANY, as surety, are held and firmly bound unto the County of Riverside in the penal sum of FOUR HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED & NO/100--- Dollars (\$ 436,500.00---) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

FAITHFUL PERFORMANCE BOND

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

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

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

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

AUTHORIZED SIGNATURE(S): By: _____
Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

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

(IF CORPORATION, AFFIX SEAL)

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

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

FOR: Streets and Drainage \$ _____ Tract No. 31386
Water System \$ _____ Parcel Map No. _____
Sewer System \$ 218,250 Bond No. SUS012977
Premium INCLUDED IN THE PERFORMANCE BOND

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

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES
(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31386, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of TWO HUNDRED EIGHTEEN THOUSAND TWO 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 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 entitled to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

MATERIAL AND LABOR BOND

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

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

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

AUTHORIZED SIGNATURE(S) By: _____

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: _____

D.J. PICARD,

Its Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

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

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

	Tract/Parcel Map No. <u>31386</u>
	Bond No. <u>SU5012978</u> PREMIUM: \$434.00
Surety <u>ARCH INSURANCE COMPANY</u>	Principal <u>WL HOMES LLC</u> <u>A DELAWARE LIMITED LIABILITY COMPANY</u> <u>DBA JOHN LAING HOMES</u>
Address <u>135 N. LOS ROBLES AVENUE #825</u>	Address <u>255 E. RINCON STREET, SUITE 100</u>
City/State <u>PASADENA, CA</u>	City/State <u>CORONA, CA</u>
Zip <u>91101</u>	Zip <u>92879</u>
Phone <u>626-639-5200</u>	Phone <u>951-272-5100</u>

KNOW ALL MEN BY THESE PRESENTS:

That, WL HOMES LLC,
A DELAWARE LIMITED LIABILITY COMPANY DBA JOHN LAING HOMES
subdivider, as principal, and ARCH INSURANCE COMPANY
a corporation, as surety, are hereby jointly and severally bound to pay to the County of Riverside
the sum of FIFTY-SEVEN THOUSAND EIGHT HUNDRED & NO/100--- Dollars (\$ 57,800.00---).

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the
final map of Tract/Parcel Map Number 31386, entered into an agreement with the
County of Riverside to set Survey Monuments and Tie Points in said tract and furnish Tie Notes
therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after
completion.

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

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

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

SUBDIVISION MONUMENT BOND

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

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

AUTHORIZED SIGNATURE(S): By: _____

Title

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: _____

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

Title

(IF CORPORATION, AFFIX SEAL)

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

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

9203



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
February 25, 2008

SUBJECT: Tract 31386
A Schedule "A" Subdivision in the Eastvale Area
Extension of Time Agreements/Reduction of Securitiles

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)

Departmental Concurrence

REVIEWED BY EXECUTIVE OFFICE

DATE 2/11/08
Tina Grande

George A. Johnson
Director of Transportation

HS:lf
Submittals: Vicinity Map
Road/Drainage Agrmts
Water System Agrmts
Sewer System Agrmts
Survey Monument Agrmts

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: None
Date: February 26, 2008
xc: Transp., COB

Nancy Romero
Clerk of the Board
By:
Deputy

Dept'l Recomm.: Consent
Per Exec. Ofc.: Consent

Prev. Agn. Ref. 12/20/05 - 2.9 | District: 2 | Agenda Number:

**ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

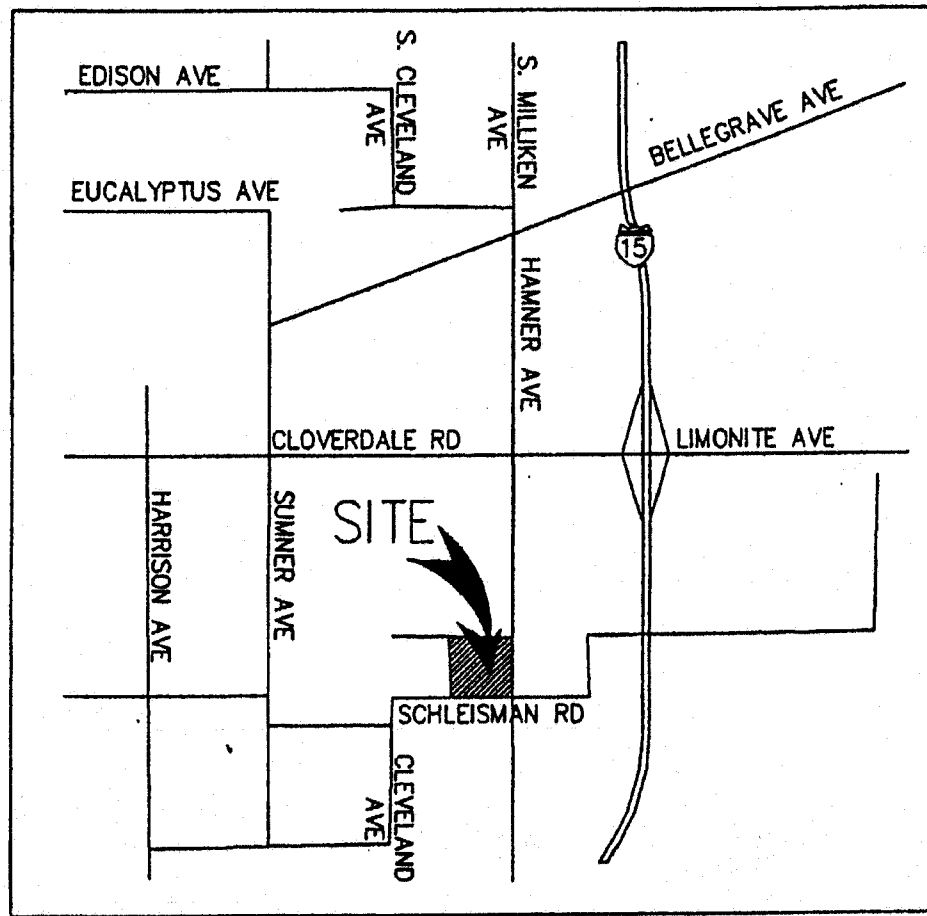
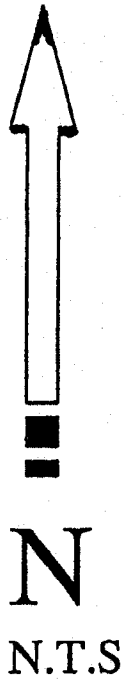
2 32

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
IP040108

EXTENSION OF TIME FEE \$219.30

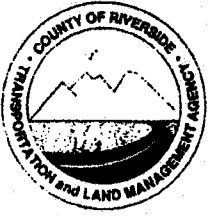
Date Paid _____
Check # _____
Receipt # _____

WATER DISTRICT JCSD

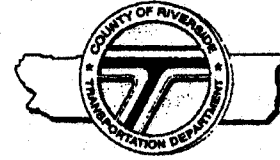
SEWER DISTRICT JCSD

SECURITIES

	STREETS	WATER	SEWER	MONU MENTS	MATERIAL AND LABOR
Flood \$ 54,755 Streets \$ 1,170,245 Original Amounts	\$2,754,755	\$419,000	\$86,300	\$57,800	1,932,505
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:	WL Homes dba John Laing Homes; 19520 Jamboree Road, #500; Irvine, CA 92612; (951) 272-5100 - March 18, 2010				
Bonding Company:	Arch Insurance Company; 135 N. Los Robles Ave., #1825; Pasadena, CA, 91101; (626) 535-0150				
Bond Number	SU5012975	SU5012976	SU5012977	SU5012978	SU5012975, SU5012976, SU5012977
Agreements to C.C.		-----	-----	-----	-----
Approved by Board:		Prev. Agenda Ref.:		02/26/08 - 2.32	
Expiration Date		-----	-----	-----	-----
NOC		-----	-----	-----	-----
90% Release Date		-----	-----	-----	-----
10% Retention Amt		-----	-----	-----	-----
Mat/Lab Released		-----	-----	-----	-----
Monuments Compltd		-----	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:lf

2005-1065649
3916
ORIGINAL
18

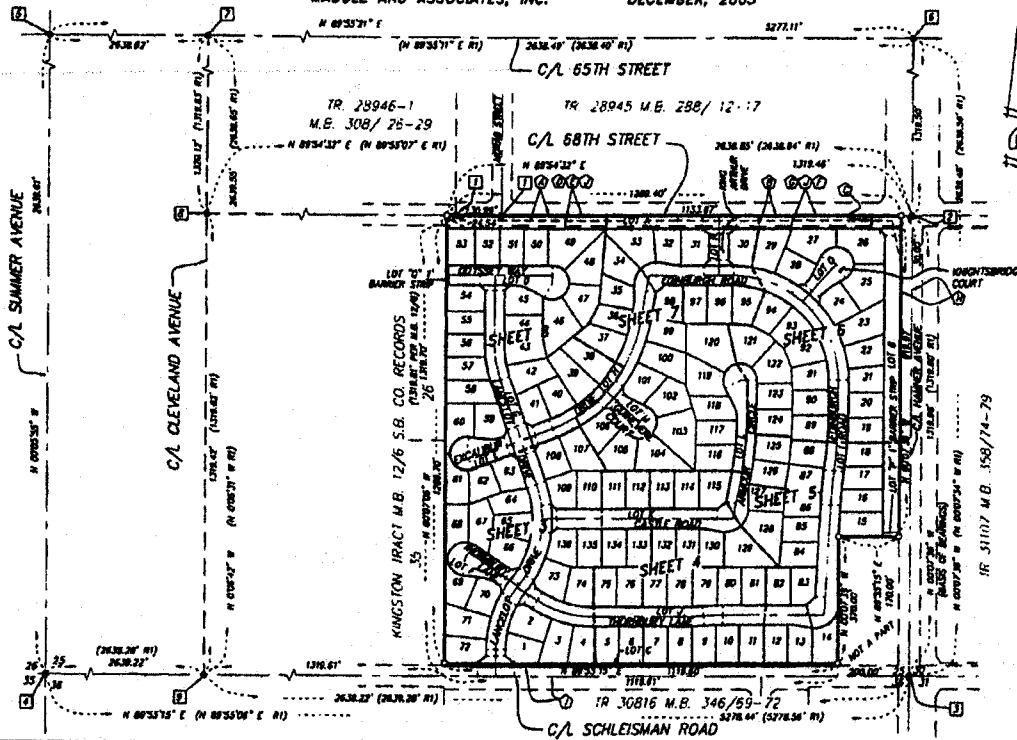
EXHIBIT 'C'

IN THE UNINCORPORATED TERRITORY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

SHEET 2 OF 8 SHEETS

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 FILED IN BOOK 12, PAGE 8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, IN THE SOUTH HALF OF SECTION 25, T. 2 S., R. 7 W., JURUPA RANCHO, RECORDED IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.
MADOLE AND ASSOCIATES, INC. DECEMBER, 2003



EASEMENT NOTES	
(A)	AN EASEMENT FOR ROADS, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED 2/3/2000 AS INSTRUMENT NO. 2000-049314, OFFICIAL RECORDS
(B)	AN EASEMENT FOR ROADS, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED 2/3/2000 AS INSTRUMENT NO. 2000-049313, OFFICIAL RECORDS
(C)	A SOUTHERN CALIFORNIA EDISON EASEMENT FOR POLES LINES, CONDUITS, UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED 4/3/2000 AS INSTRUMENT NO. 2000-123897, OFFICIAL RECORDS
(D)	AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED 6/17/1959 AS INSTRUMENT NO. 52893, OFFICIAL RECORDS
(E)	A SOUTHERN CALIFORNIA EDISON EASEMENT FOR POLES LINES, CONDUITS, UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED 6/1/1966 AS INSTRUMENT NO. 38473, OFFICIAL RECORDS
(F)	EASEMENT OF CALER B. HARVEY AND EDNA B. HARVEY FOR ROAD AND PUBLIC UTILITY PURPOSES, RECORDED 7/30/1958 IN BOOK 2309, PAGE 542, OFFICIAL RECORDS
(G)	A SOUTHERN CALIFORNIA EDISON EASEMENT FOR POLES LINES, CONDUITS, UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED 6/1/1966 AS INSTRUMENT NO. 38474, OFFICIAL RECORDS
(H)	AN EASEMENT FOR ROADS, AND INCIDENTAL PURPOSES, RECORDED 4/23/1943 IN BOOK 573, PAGE 22, OFFICIAL RECORDS
(I)	AN EASEMENT FOR ROADS, AND INCIDENTAL PURPOSES, RECORDED 4/12/1932 IN BOOK 71, PAGE 415, OFFICIAL RECORDS
(J)	AN EASEMENT FOR ROADS, AND INCIDENTAL PURPOSES, RECORDED 2/28/1946 AS INSTRUMENT NO. 21010, OFFICIAL RECORDS

K. AVIGATION EASEMENT IN FAVOR OF THIS COUNTY OF RIVERSIDE RECORDED 8-30-05 INSTR # 712764.

SURVEYOR'S NOTES:

- THE BASIS OF BEARINGS IS THE CENTERLINE OF HAMNER AVENUE TAKEN AS N 00°07'30" WEST, AS SHOWN BY TRACT NO. 28845 FILED IN BOOK 288, PAGES 12 THROUGH 17, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY.
- THIS TRACT CONTAINS 36.74 ACRES, GROSS
- ALL DRAINAGE EASEMENTS, NATURAL WATER COURSES AND FLOOD PLAINS MUST BE KEPT FREE OF ALL BUILDINGS AND OBSTRUCTIONS.
- BUILDING SETBACK LINES SHALL CONFORM TO EXISTING ZONING.
- ALL MONUMENTS SET ACCORDING TO ORDINANCE NO. 481.8.
- ALL MONUMENTS SHOWN "SET" ARE SET IN ACCORDANCE WITH MONUMENT AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.
- INDICATES SET 1" IRON PIPE TAGGED "P.L.S. 7635" FLUSH, UNLESS OTHERWISE NOTED.
- SET 1" IRON PIPE WITH BRASS TAG "P.L.S. 7635" FLUSH, AT REAR LOT CORNERS AND ANGLE POINTS ON MAIL & TAG MARKED "P.L.S. 7635" FLUSH IN CONCRETE.
- SET LEAD AND TACK WITH BRASS TAG "P.L.S. 7635" FLUSH, IN TOP OF CURB ON THE PROLONGATION OF SIDE LOT LINE FOR FRONT CORNERS
- R1 INDICATES RECORD DATA PER TR. 28845 M.B. 288/12-17
- () INDICATES RECORD DATA AS NOTED
- ||||| INDICATES RESTRICTED VEHICULAR ACCESS
- INDICATES FOUND MONUMENT AS SHOWN
- ① INDICATES FOUND 1" I.P. TAGGED "P.L.S. 5529" FLUSH, PER TR 28845 M.B. 288/12-17.
- ② INDICATES FOUND R.R. SPIKE, DN 0.5" PER TR 28845 M.B. 288/12-17, ACCEPTED AS THE C/L BY HAMNER AVENUE AND 68TH STREET.
- ③ INDICATES FOUND 2 1/2" I.P. "P.L.S. 5529" DN .87" PER TR 28845 M.B. 288/12-17 AND TR 28520-1 MB 275/11-18, ACCEPTED AS SE COR. OF SEC. 25 T2S R7W.
- ④ INDICATES FOUND 1" I.P. WITH PLASTIC PLUG, BLEEDIBLE TAG, DN .38", ACCEPTED AS SW COR. OF SEC. 25 T2S R7W, PER TR 38/59 AND TR 28845 M.B. 288/12-17 AND TR 28520-1 MB 275/11-18, SET 1" I.P., TAGGED "P.L.S. 7635", FLUSH
- ⑤ INDICATES FOUND 1" I.P. WITH PLASTIC PLUG, BLEEDIBLE TAG, DN 0.5", ACCEPTED AS WEST QUARTER CORNER OF SEC. 25 T2S R7W, NO REF. SET 1" I.P., TAGGED "P.L.S. 7635", FLUSH

- INDICATES FOUND 1" I.P. (P.L.S. 5529), DN 0.1", 0.13" SW OF C/L, NO REF. ACCEPTED AS EAST 1/4 COR. SEC. 25 T2S R7W, PER TR 40/25 AND TR 28845 M.B. 288/12-17 AND TR 28520-1 MB 275/11-18, SET 1" I.P., TAGGED "P.L.S. 7635", FLUSH
- INDICATES FOUND 1" I.P. (P.L.S. 5529), FLUSH, PER TR 28846-1 MB 308/26-29 AND TR 28845 M.B. 288/12-17 AND TR 28520-1 MB 275/11-18, ACCEPTED AS THE CENTER SEC. 25 T2S R7W
- INDICATES FOUND 1" I.P. (P.L.S. 5529), FLUSH, PER TR 28846-1 MB 308/26-29 AND TR 28845 M.B. 288/12-17
- INDICATES FOUND 1" I.P. (P.L.S. 5529), FLUSH, PER TR 28845 M.B. 288/12-17 AND TR 28520-1 MB 275/11-18, ACCEPTED AS THE SOUTH 1/4 COR. OF SEC. 25 T2S R7W

ENVIRONMENTAL CONSTRAINTS NOTE:

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT - SURVEY DIVISION, IN E.C.S. BOOK 22, PAGE 20 THIS AFFECTS ALL LOTS.

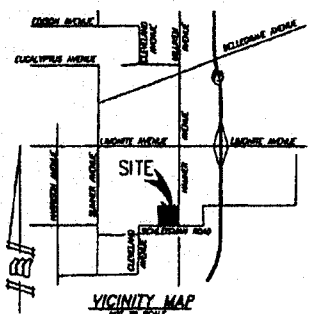
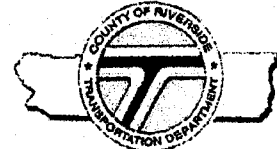


EXHIBIT 'D'



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, 1/2" 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).

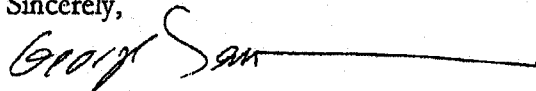
18. All access ramps (throughout the entire tract) need to comply with the latest County Standard NO. 403 dated 11/15/04 which indicates the use of Raised Truncated Dome Detectable Warning Surface see County Standard NO. 403 for details.
19. Monument Bonds: Developers surveyor submits the required documents 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).
23. ~~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.~~

N/A
L.R.
4/25/12

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

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

REPORT NO. 75

DATE: Week of 6-11-11

M T W T F S S

WEATHER: Clear Cloudy Windy Rain Snow Other: 0

Temp. Extremes only: High _____ Low _____

CLIENT: JCS D

WORK ORDER NO.: 2003-1015C

CONTRACTOR: John Laing Homes

PROJECT: Tract 31386

LOCATION OF WORK: Project Streets

CONTRACTOR START TIME: 0

CONTRACTOR END TIME: 0

EQUIPMENT AND/OR LABOR

No. Equip.	No. Men	Description (Equipment or Labor)

No. Equip.	No. Men	Description (Equipment or Labor)

TOTAL CONTRACTOR HOURS WORKED: _____

TOTAL OBSERVER HOURS WORKED: 2hrs. JM

ADDITIONAL TIME SPENT: _____

TOTAL HOURS: See Below

IF ANY OF THESE EVENTS HAVE OCCURRED, PLEASE DESCRIBE IN SPACE BELOW

- | | | | | | |
|---|-----|----|-------------------------------------|-----|----|
| 1. Changes Requested by Engineer | YES | NO | 10. Accidents | YES | NO |
| 2. Changes Requested by Owner | YES | NO | 11. Any Anticipated Delays | YES | NO |
| 3. changes Requested by Other | YES | NO | 12. Any Anticipated Extras | YES | NO |
| 4. Additional construction Time Required | YES | NO | 13. Subcontractor Problems | YES | NO |
| 5. Plan & Spec. Clarification Requested of Engineer | YES | NO | 14. Construction on Schedule | YES | NO |
| 6. Plan & Spec. Substitution Requested of Owner | YES | NO | 15. Major material Deliveries Today | YES | NO |
| 7. Design Changes | YES | NO | 16. Survey Crew On Site | YES | NO |
| 8. Nonconformance of work to Plan & Specs. | YES | NO | 17. Geotechnical On Site | YES | NO |
| 9. Unsafe Conditions | YES | NO | 18. Requests Made by Contractor | YES | NO |

REMARKS: Wed. 6-8-11(1hr.): This inspector has met with a consultant for the above mentioned project this day to discuss closing out the project. The previous developer, John Laing Homes, has gone bankrupt, and the bonding company has taken over to begin preparing the project for Final Acceptance. After reviewing the project folder, this inspector will generate a new preliminary punch-list for the project in the near future.

Fri. 6-10-11(1hr.): As requested, this inspector is on site to develop a preliminary punch-list.

N/A
 Contractor _____ Title _____

Jeff Martinez
 Observer _____



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	_____ Observer
Title	



M E M O R A N D U M
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
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

RJC

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

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

SG:mcv
P8\143021

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and WL HOMES LLC, 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 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.

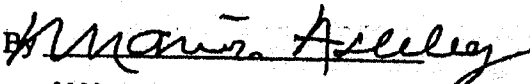
By 
CRAIG SMITH

Title PROJECT MANAGER

By 
TIMOTHY R. JONES

Title V.P. LAND DEVELOPMENT

COUNTY OF RIVERSIDE

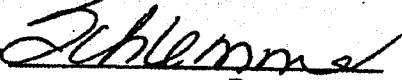
By 

MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

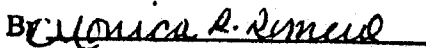
ATTEST:

NANCY ROMERO,
Clerk to the Board

By 
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

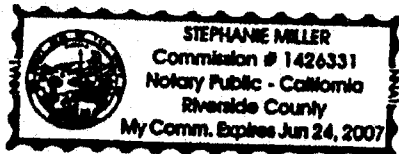
County of Riverside

} ss.

On April 15, 2005 before me, Stephanie Miller, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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

- personally known to me
- proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Stephanie Miller
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement for the Construction of Road/Drainage Improvements

Document Date: April 15, 2005 Number of Pages: 3

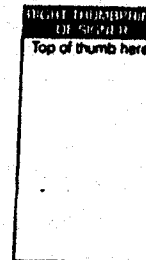
Signer(s) Other Than Named Above: None

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 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 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.

By 
CRAIG SMITH
Title PROJECT MANAGER
By 
TIMOTHY R. JONES
Title V.P. LAND DEVELOPMENT

COUNTY OF RIVERSIDE

By 
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

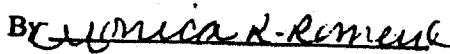
ATTEST:

NANCY ROMERO,
Clerk to the Board

By 
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

} ss.

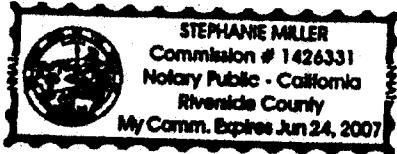
On April 15, 2005 before me, Stephanie Miller, Notary Public

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

personally appeared Craig R. Smith and Timothy R. Jones

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement for the Construction of water system improvements

Document Date: April 15, 2005 Number of Pages: 3

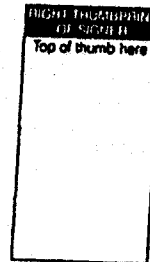
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



**AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and WL HOMES LLC, 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 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:

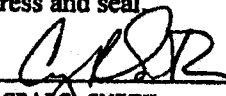
County

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

By 
CRAIG SMITH
Title PROJECT MANAGER


By 
TIMOTHY R. JONES
Title V.P. LAND DEVELOPMENT

COUNTY OF RIVERSIDE

By 
MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

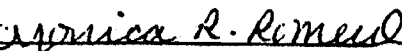
ATTEST:

NANCY ROMERO,
Clerk to the Board

By 
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

} ss.

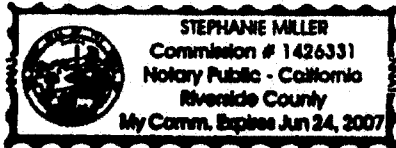
On April 15, 2005 before me, Stephanie Miller, Notary Public

personally appeared Craig R. Smith and Timothy R. Jones

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement for the Construction of Sewer System Improvements

Document Date: April 15, 2005 Number of Pages: 3

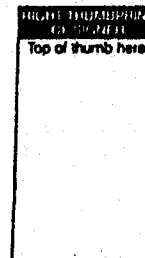
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____



**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and WL HOMES LLC, 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 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 Sixty thousand eight hundred and no/100 Dollars (\$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

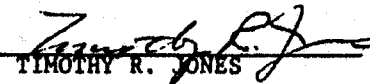
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor

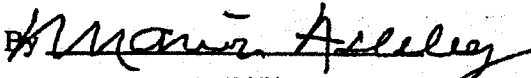
WL HOMES LLC,
DBA JOHN LAING HOMES
255 E. RINCON STREET, SUITE 100
CORONA, CA 92879

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

By 
CRAIG SMITH
Title PROJECT MANAGER

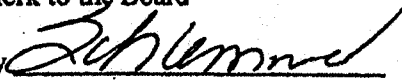
By 
TIMOTHY R. JONES
Title V.P. LAND DEVELOPMENT

COUNTY OF RIVERSIDE

By 
MARION ASHLEY
CHAIRMAN, BOARD OF SUPERVISORS


ATTEST:

NANCY ROMERO,
Clerk to the Board

By 
Deputy

APPROVED AS TO FORM

WILLIAM C. KATZENSTEIN, County Counsel

By 

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

} ss.

On April 15, 2005 before me, Stephanie Miller, Notary Public

Date

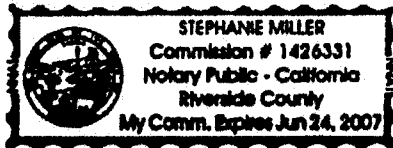
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Craig R. Smith and Timothy R. Jones

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~^{she} they executed the same in ~~his~~^{her} their authorized capacity(ies), and that by ~~his~~^{her} their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement for the Placement of Survey Monument

Document Date: April 15, 2005 Number of Pages: 3

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____

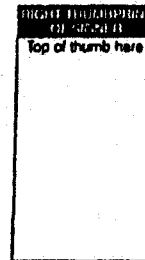


EXHIBIT 'B'

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

FOR: Streets and Drainage \$ 4,717,600 Tract No. 31580
Water System \$ _____ Parcel Map No. _____
Sewer System \$ _____ Bond No. SU5012262
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
Zip 91101 Zip 92879
Phone 626-639-5200 Phone 951-272-5100

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC, DBA JOHN LAING HOMES

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31580, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and ARCH INSURANCE COMPANY, as surety, are held and firmly bound unto the County of Riverside in the penal sum of FOUR MILLION SEVEN HUNDRED SEVENTEEN THOUSAND SIX HUNDRED--- Dollars (\$ 4,717,600.00---) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

FORM APPROVED
COUNTY COUNSEL

APR 21 2005

BILL RIVERO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

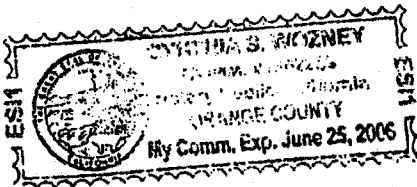
State of CALIFORNIA

County of ORANGE

On 4-13-2005 before me, CYNTHIA S. WOZNEY, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

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

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~~~they~~ executed the same in his/~~her~~~~their~~ authorized capacity(ies), and that by his/~~her~~~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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

DESCRIPTION OF ATTACHED DOCUMENT

PERFORMANCE BOND
TITLE OR TYPE OF DOCUMENT

ONE PAGE -- TWO SIDED
NUMBER OF PAGES

APRIL 13, 2005
DATE OF DOCUMENT

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

N/A
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 surety, and as its act and deed:

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

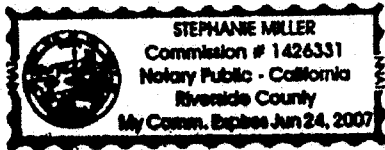
State of California }
County of Riverside } ss.

On April 15, 2005 before me, Stephanie Miller, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Tim Jones and Craig R. Smith
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity(ies), and that by ~~his~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Stephanie Miller
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Faithful Performance Bond

Document Date: April 13, 2005 Number of Pages: 2

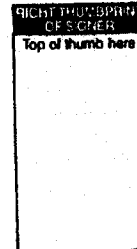
Signer(s) Other Than Named Above: D.J. Picard

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



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

FOR: Streets and Drainage \$ 2,427,850 Tract No. 31580
Water System \$ _____ Parcel Map No. _____
Sewer System \$ _____ Bond No. SU5012262
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
Zip 91101 Zip 92879
Phone 626-639-5200 Phone 951-272-5100

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC, DBA JOHN LAING HOMES

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31580, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of ~~TWO MILLION FOUR HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY & NO/100---~~ Dollars (\$ 2,427,850.00---) 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.

FORM APPROVED
COUNTY COUNSEL

APR 21 2005

By _____

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 Map No. _____
Sewer System \$ _____ Bond No. SU5012263
Premium \$2,663.00

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

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC, DBA JOHN LAING HOMES

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31580, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and ARCH INSURANCE COMPANY, as surety, are held and firmly bound unto the County of Riverside in the penal sum of THREE HUNDRED FIFTY-FIVE THOUSAND & NO/100--- Dollars (\$ 355,000.00---) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

FORM APPROVED
COUNTY COUNSEL

APR 21 2005

Bill Kamm

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

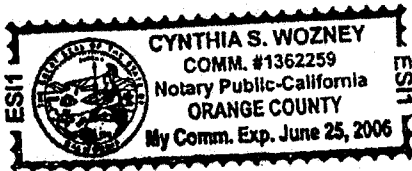
State of CALIFORNIA

County of ORANGE

On 4-13-2005 before me, CYNTHIA S. WOZNEY, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
ARCH INSURANCE COMPANY

DESCRIPTION OF ATTACHED DOCUMENT

PERFORMANCE BOND

TITLE OR TYPE OF DOCUMENT

ONE PAGE - TWO SIDED

NUMBER OF PAGES

APRIL 13, 2005

DATE OF DOCUMENT

N/A

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 surety, and as its act and deed:

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

} ss.

On April 15, 2005 before me, Stephanie Miller, Notary Public

Date

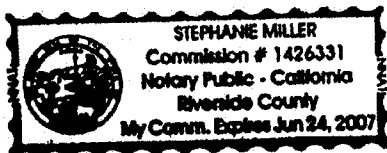
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Tim Jones and Craig R. Smith

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Faithful Performance Bond

Document Date: April 13, 2005 Number of Pages: 2

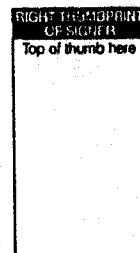
Signer(s) Other Than Named Above: D.J. Picard

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



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. SU5012263
Premium INCLUDED IN THE 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
Zip 91101 Zip 92879
Phone 626-639-5200 Phone 951-272-5100

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC, DBA JOHN LAING HOMES

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31580, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED & NO/100--- Dollars (\$ 177,500.00---) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

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

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

FORM APPROVED
COUNTY COUNSEL

APR 21 2005

Elizabeth

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

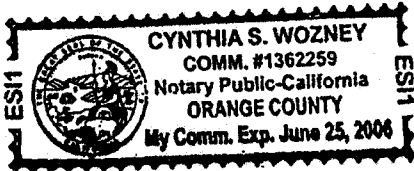
State of CALIFORNIA

County of ORANGE

On 4-13-2005 before me, CYNTHIA S. WOZNEY, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~~~they~~ executed the same in his/~~her~~~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

MATERIAL AND LABOR BOND
TITLE OR TYPE OF DOCUMENT

ONE PAGE - TWO SIDED
NUMBER OF PAGES

APRIL 13, 2005
DATE OF DOCUMENT

N/A
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 surety, and as its act and deed:

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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



ARCH Insurance 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

State of California

County of Riverside

} ss.

On April 15, 2005 before me, Stephanie Miller, Notary Public

Date

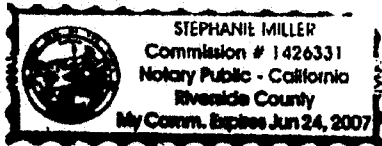
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Tim Jones and Craig R. Smith

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~they executed the same in ~~his/her~~their authorized capacity(ies), and that by ~~his/her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Stephanie Miller
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Material and Labor Bond

Document Date: April 13, 2005 Number of Pages: 2

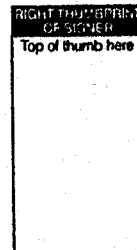
Signer(s) Other Than Named Above: D.J. Ricard

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: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

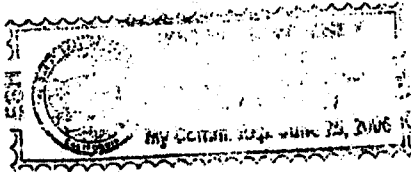
State of CALIFORNIA

County of ORANGE

On 4-13-2005 before me, CYNTHIA S. WOZNEY, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cynthia S. Wozney
SIGNATURE OF NOTARY

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
ARCH INSURANCE COMPANY

DESCRIPTION OF ATTACHED DOCUMENT

MATERIAL AND LABOR BOND
TITLE OR TYPE OF DOCUMENT

ONE PAGE - TWO SIDED
NUMBER OF PAGES

APRIL 13, 2005
DATE OF DOCUMENT

N/A
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 surety, and as its act and deed:

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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ARCH Insurance 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

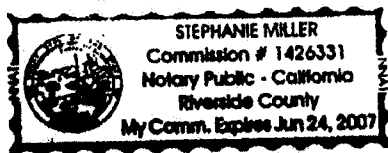
The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On April 15, 2005 before me, Stephanie Miller, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Tim Jones and Craig R. Smith
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Step. Miller
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Material and Labor Bond

Document Date: April 13, 2005 Number of Pages: 2

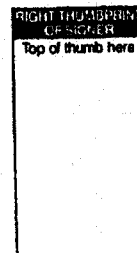
Signer(s) Other Than Named Above: D.J. Ricard

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: _____



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

FOR: Streets and Drainage	\$ _____	Tract No:	<u>31580</u>
Water System	\$ _____	Parcel Map No.	_____
Sewer System	\$ <u>412,000</u>	Bond No.	<u>SU5012264</u>
		Premium	<u>\$3,090.00</u>
Surety	<u>ARCH INSURANCE COMPANY</u>	Principal	<u>WL HOMES LLC, DBA JOHN LAING HOMES</u>
Address	<u>135 N. LOS ROBLES AVENUE #825</u>	Address	<u>255 E. RINCON STREET, SUITE 100</u>
City/State	<u>PASADENA, CA</u>	City/State	<u>CORONA, CA</u>
Zip	<u>91101</u>	Zip	<u>92879</u>
Phone	<u>626-639-5200</u>	Phone	<u>951-272-5100</u>

WHEREAS, the County of Riverside, State of California, and WL HOMES LLC, DBA JOHN LAING HOMES (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31580, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and ARCH INSURANCE COMPANY, as surety, are held and firmly bound unto the County of Riverside in the penal sum of FOUR HUNDRED TWELVE THOUSAND & NO/100--- Dollars (\$412,000.00---) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

FAITHFUL PERFORMANCE BOND

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

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

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

NAME OF PRINCIPAL: JOHN LAING HOMES

AUTHORIZED SIGNATURE(S): By: *Timothy R. Jones*
Title

Timothy R. Jones, Vice President Land Development
Title

_____ Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: *D.J. Picard*
D.J. PICARD, Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 1-19-05 before me, Carmen Adame Esparza, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Carmen Adame Esparza
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

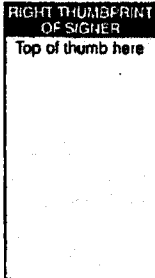
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

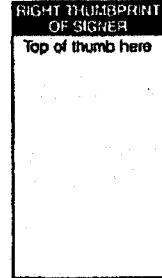
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

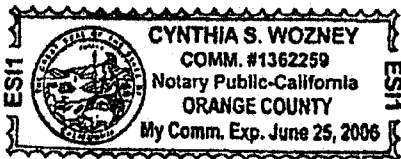
State of CALIFORNIA

County of ORANGE

On 1-7-2005 before me, CYNTHIA S. WOZNEY, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., 'JANE DOE, NOTARY PUBLIC'

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

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cynthia S. Wozney
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER

TITLE(S)

PARTNER(S) LIMITED
 GENERAL

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
ARCH INSURANCE COMPANY

DESCRIPTION OF ATTACHED DOCUMENT

PERFORMANCE BOND
TITLE OR TYPE OF DOCUMENT

ONE PAGE - TWO SIDED
NUMBER OF PAGES

JANUARY 7, 2005
DATE OF DOCUMENT

N/A
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 surety, and as its act and deed:

Any and all bonds and undertakings

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

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

The Company may revoke this appointment at any time.

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

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

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

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

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

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

Arch Insurance Company

Attested and Certified

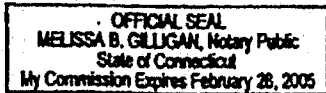


[Signature]
Joseph S. Labell, Corporate Secretary

[Signature]
Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS
COUNTY OF FAIRFIELD SS

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



[Signature]
Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

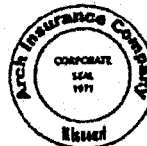
CERTIFICATION

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

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

[Signature]
Joseph S. Labell, Corporate Secretary

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



Home Office: Kansas City, MO

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

FOR: Streets and Drainage	\$ _____	Tract No.	<u>31580</u>
Water System	\$ _____	Parcel Map No.	_____
Sewer System	\$ <u>206,000</u>	Bond No.	<u>SU5012264</u>
		Premium <u>INCLUDED IN THE PERFORMANCE BOND</u>	
Surety	<u>ARCH INSURANCE COMPANY</u>	Principal	<u>JOHN LAING HOMES</u>
Address	<u>135 N. LOS ROBLES AVENUE #825</u>	Address	<u>255 E. RINCON STREET, SUITE 100</u>
City/State	<u>PASADENA, CA</u>	City/State	<u>CORONA, CA</u>
Zip	<u>91101</u>	Zip	<u>92879</u>
Phone	<u>626-639-5200</u>	Phone	<u>951-272-5100</u>

WHEREAS, the County of Riverside, State of California, and JOHN LAING HOMES ^{MEMS}

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) 31580, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of TWO HUNDRED SIX THOUSAND & NO/100--- Dollars (\$ 206,000.00---) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

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

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

MATERIAL AND LABOR BOND

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

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

NAME OF PRINCIPAL: JOHN LAING HOMES

AUTHORIZED SIGNATURE(S): By: *Timothy R. Jones*
Title

Timothy R. Jones, Vice President Land Development
Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: *D.J. Picard*
D.J. PICARD, Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 1-19-05 before me, Carmen Adame Esparza, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Carmen Adame Esparza
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

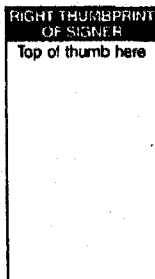
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

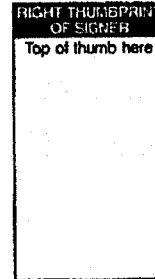
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

