

## 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 Boata 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>SU5012976</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	\$ _____	Tract No.	31386
Water System	\$ 309,500	Parcel Map No.	_____
Sewer System	\$ _____	Bond No.	SU5012976
		Premium	INCLUDED IN THE PERFORMANCE BOND

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>851-272-5100</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, 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

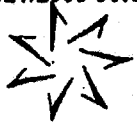
(IF CORPORATION, AFFIX SEAL)

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>SUS012977</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: ML 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. SU5012977  
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 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: <u>\$434.00</u>
Surety <u>ARCH INSURANCE COMPANY</u>	Principal <u>WL HOMES LLC, A DELAWARE LIMITED LIABILITY COMPANY 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 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.

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

920B



**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 Securities**

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

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

- \$2,754,755 - Bond #SU5012975 for the completion of street improvements
- \$419,000 - Bond #SU5012976 for the completion of the water system
- \$436,500 - Bond #SU5012977 for the completion of the sewer system
- \$57,800 - Bond #SU5012978 for the completion of the monumentation (Continued)

Departmental Concurrence

REVIEWED BY EXECUTIVE OFFICE  
DATE: 2/11/08  
Thia Grande

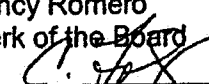
  
George A. Johnson  
Director of Transportation

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's Recomm.:  Consent  
Per Exec. Ofc.:  Consent  
 Policy  
 Policy

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

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

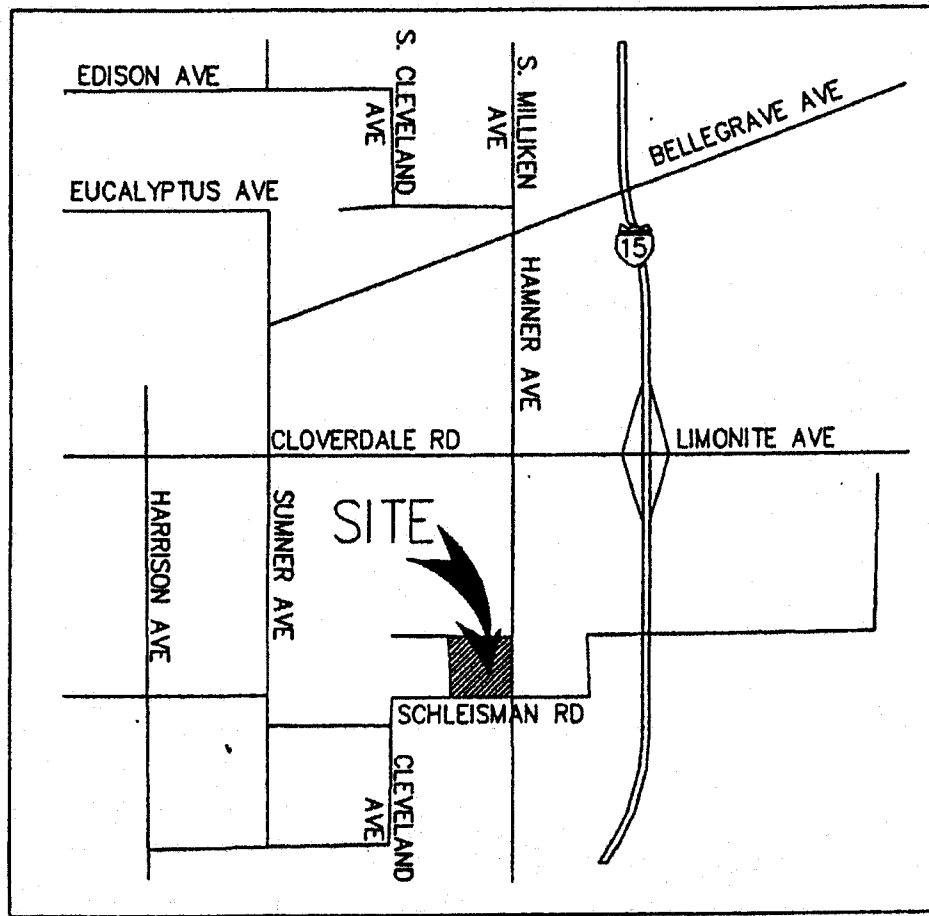
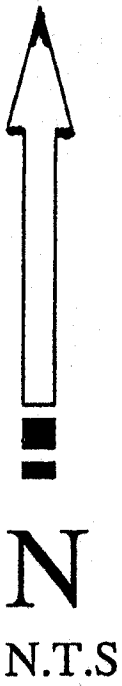
2 32

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**

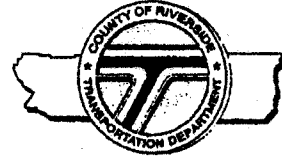
**SECURITIES**

	STREETS	WATER	SEWER	MONU MENTS	MATERIAL AND LABOR
Flood \$ 54,755 Streets \$ 1,170,245 Original Amounts	\$2,754,755	\$419,000	\$436,300	\$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,

A handwritten signature in black ink, appearing to read "H. Smith".

Hugh Smith  
Engineering Division Manager

HS:lf

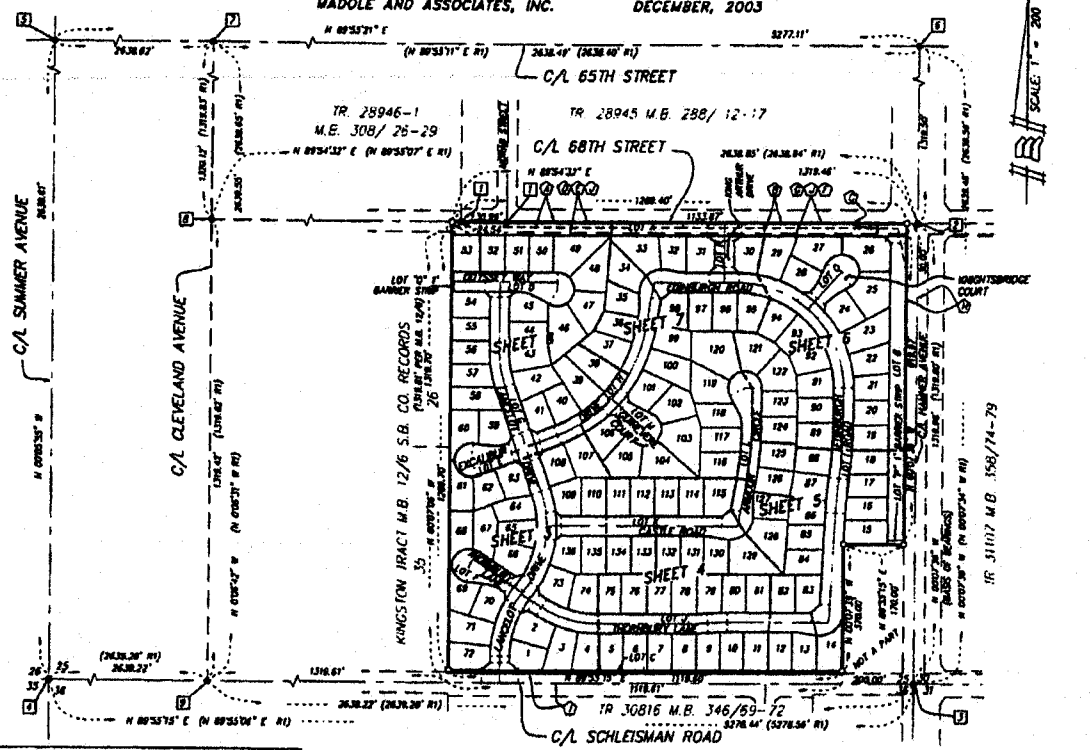
2005-1065649 3916  
 ORIGINAL  
 18

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 8, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.  
 MADOLE AND ASSOCIATES, INC. DECEMBER, 2003



EASEMENT NOTES	
1	AN EASEMENT FOR ROADS, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED 2/9/2000 AS INSTRUMENT NO. 2000-048314, OFFICIAL RECORDS
2	AN EASEMENT FOR ROADS, DRAINAGE AND INCIDENTAL PURPOSES, RECORDED 2/9/2000 AS INSTRUMENT NO. 2000-048313, OFFICIAL RECORDS
3	A SOUTHERN CALIFORNIA EDSON EASEMENT FOR POLES LINES, CONDUITS, UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED 4/3/2000 AS INSTRUMENT NO. 2000-125897, OFFICIAL RECORDS
4	AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED 8/17/1929 AS INSTRUMENT NO. 52899, OFFICIAL RECORDS
5	A SOUTHERN CALIFORNIA EDSON EASEMENT FOR POLES LINES, CONDUITS, UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED 6/4/1946 AS INSTRUMENT NO. 58473, OFFICIAL RECORDS
6	EASEMENT OF GALE B. HARVEY AND EDNA B. HARVEY FOR ROAD AND PUBLIC UTILITY PURPOSES, RECORDED 7/22/1958 IN BOOK 2308, PAGE 342, OFFICIAL RECORDS
7	A SOUTHERN CALIFORNIA EDSON EASEMENT FOR POLES LINES, CONDUITS, UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED 6/8/1946 AS INSTRUMENT NO. 58476, OFFICIAL RECORDS
8	AN EASEMENT FOR ROADS, AND INCIDENTAL PURPOSES, RECORDED 4/23/1943 IN BOOK 573, PAGE 22, OFFICIAL RECORDS
9	AN EASEMENT FOR ROADS, AND INCIDENTAL PURPOSES, RECORDED 4/12/1932 IN BOOK 71, PAGE 445, OFFICIAL RECORDS
10	AN EASEMENT FOR ROADS, AND INCIDENTAL PURPOSES, RECORDED 3/26/1946 AS INSTRUMENT NO. 21010, OFFICIAL RECORDS

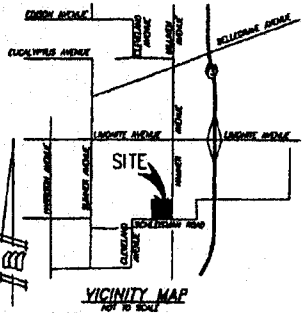
**SURVEYOR'S NOTES:**

- THE BASIS OF BOUNDARIES IS THE CENTERLINE OF HAMNER AVENUE TAKEN AS N 00°07'30" WEST, AS SHOWN BY TRACT NO. 28945 FILED IN BOOK 288, PAGES 12 THROUGH 17, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY.
- THIS TRACT CONTAINS 38.74 ACRES, GROSS
- ALL DRAINAGE EASEMENTS, NATURAL WATER COURSES AND FLOOD PLANS MUST BE KEPT FREE OF ALL BUILDINGS AND OBSTRUCTIONS.
- BUILDING SETBACK LINES SHALL CONFORM TO EXISTING ZONING.
- ALL MONUMENTS SET ACCORDING TO ORDINANCE NO. 461.B
- 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 H&E & TAG MARKED "P.L.S. 7635" FLUSH IN CONCRETE.
- SET LEAD AND JACK WITH BRASS TAG "P.L.S. 7635" FLUSH, IN TOP OF CURB ON THE PROLONGATION OF SIDE LOT LINE FOR FRONT CORNERS
- INDICATES RECORD DATA PER TR. 28945 M.B. 288/12-17
- ( ) INDICATES RECORD DATA AS NOTED
- ||||| INDICATES RESTRICTED VEHICULAR ACCESS
- INDICATES FOUND MONUMENT AS SHOWN
- INDICATES FOUND 1" LP. TAGGED "L.S. 5529" FLUSH PER TR. 28945 M.B. 288/12-17.
- INDICATES FOUND R.R. SPIKE ON 0.5' PER TR. 28945 M.B. 288/12-17, ACCEPTED AS THE C/L INT. HAMNER AVENUE AND 68TH STREET.
- INDICATES FOUND 2 1/2" LP. "L.S. 5529" ON .43' PER TR. 28945 M.B. 288/12-17 AND TR. 28520-1 M.B. 275/11-18, ACCEPTED AS SE COR. OF SEC. 25 T2S. R7W.
- INDICATES FOUND 1" LP. WITH PLASTIC FLAG, BLEEDING TAG, ON .34', ACCEPTED AS SW COR. OF SEC. 25 T2S. R7W. PER TR. 38759 AND TR. 28945 M.B. 288/12-17 AND TR. 28520-1 M.B. 275/11-18, SET 1" LP., TAGGED "P.L.S. 7635", FLUSH
- INDICATES FOUND 1" LP. WITH PLASTIC FLAG, BLEEDING TAG, ON 0.5', ACCEPTED AS WEST QUARTER CORNER OF SEC. 25 T2S. R7W, NO REF. SET 1" LP., TAGGED "P.L.S. 7635", FLUSH

- INDICATES FOUND 1" LP. (L.S. 5529), ON 0.1'; 0.13' SW OF C/L, NO REF. ACCEPTED AS EAST 1/4 COR. SEC. 25 T2S. R7W. PER TR. 40725 AND TR. 28945 M.B. 288/12-17 AND TR. 28520-1 M.B. 275/11-18, SET 1" LP., TAGGED "P.L.S. 7635", FLUSH
- INDICATES FOUND 1" LP. (L.S. 5529), FLUSH PER TR. 28945 M.B. 288/12-17 AND TR. 28520-1 M.B. 275/11-18, ACCEPTED AS THE CENTER SEC. 25 T2S. R7W
- INDICATES FOUND 1" LP. (L.S. 5529), FLUSH PER TR. 28945 M.B. 288/12-17 AND TR. 28520-1 M.B. 275/11-18, ACCEPTED AS THE SOUTH 1/4 COR. OF SEC. 25 T2S. R7W
- INDICATES FOUND 1" LP. (L.S. 5529), FLUSH PER TR. 28945 M.B. 288/12-17 AND TR. 28520-1 M.B. 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 32, PAGE 223 THIS AFFECTS ALL LOTS.



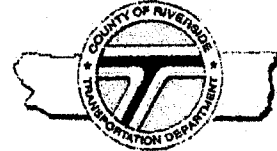
K. AVIGATION EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED 8-30-06 INSTR. # 712764.

*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).

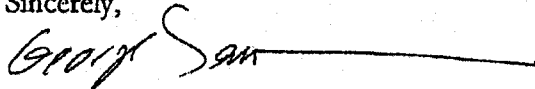
18. All access ramps (throughout the entire tract) need to comply with the latest County Standard NO. 403 dated 11/15/04 which indicates the use of Raised Truncated Dome Detectable Warning Surface see County Standard NO. 403 for details.
19. Monument Bonds: Developers surveyor submits the required documents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

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.

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



WORK ORDER NO. 2003-1015C

CLIENT: JCSD

REPORT NO. 75

DATE: Week of 6-11-11

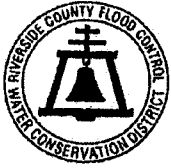
Page 2 of 2

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 Edinburgh Rd.
- 18) Turn in to the District the as-builds, digital disc, soils report, sewer video with notes and sewer mappings.

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

	N/A	Jeff Martinez
Contractor	Title	Observer



**MEMORANDUM**  
RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**DATE:** January 3, 2012

**TO:** Bill Hofferber, Chief of Surveying and Mapping Division  
**FROM:** Robert J. Cullen, Chief of Design and Construction Division  
**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  
Ami Urista  
Henry Olivo  
Contract Admin. File

SG:mcv  
P8\143021



# EXHIBIT 'A'

## AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

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

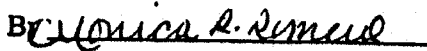
ATTEST:

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 TRIPPLICATE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

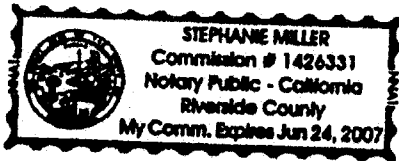
County of Riverside

} 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 Construction of Road/Drainage Improvements

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

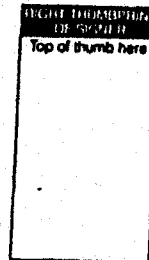
Signer(s) Other Than Named Above: None

**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

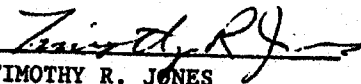
Contractor

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.

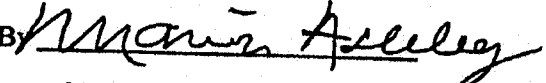
By   
CRAIG SMITH

Title PROJECT MANAGER

By   
TIMOTHY R. JONES

Title V.P. LAND DEVELOPMENT

COUNTY OF RIVERSIDE

By 

MARION ASHLEY CHAIRMAN, BOARD OF SUPERVISORS

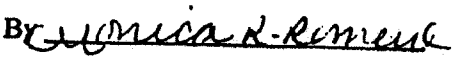
ATTEST:

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 TRIPPLICATE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

} ss.

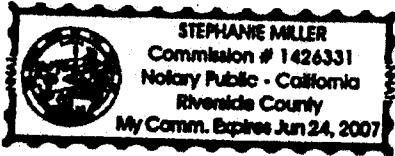
On April 15, 2005 before me, Stephanie Miller, Notary Public

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) 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 Water System Improvements

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

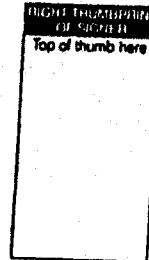
Signer(s) Other Than Named Above: None

**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:

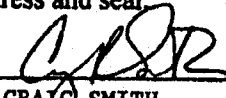
County

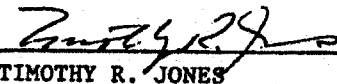
Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

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.

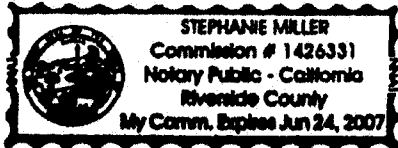
On April 15, 2005 before me, Stephanie Miller, Notary Public

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

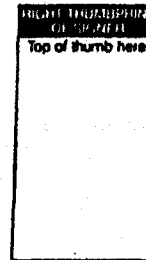
Signer(s) Other Than Named Above: None

**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:

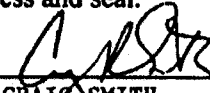
County

Contractor


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

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.

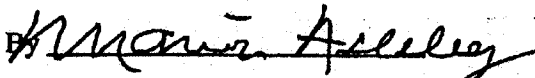
By   
CRAIG SMITH

Title PROJECT MANAGER

By   
TIMOTHY R. JONES

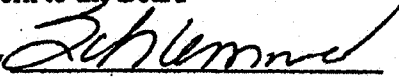
Title V.P. LAND DEVELOPMENT

COUNTY OF RIVERSIDE

  
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

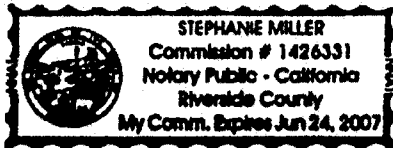
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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.

[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: \_\_\_\_\_

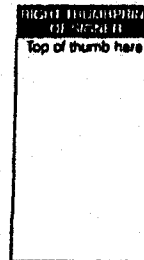


EXHIBIT 'B'

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**

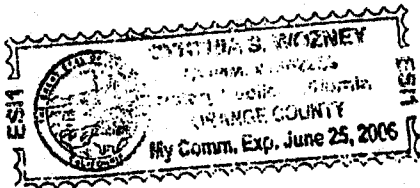
State of CALIFORNIA

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

- 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.

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.*

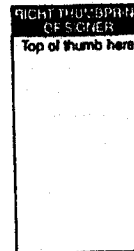
**Description of Attached Document**

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 [Signature]

**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 RENNELL

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

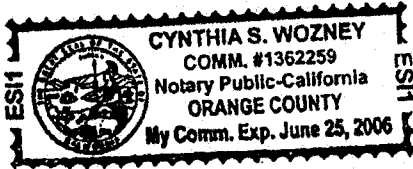
State of CALIFORNIA

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
- TRUSTEE(S)  GENERAL

- ATTORNEY-IN-FACT
- 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

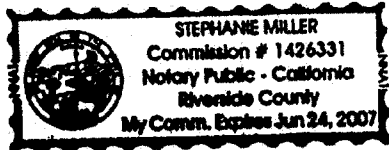
personally appeared Tim Jones and Craig R. Smith

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

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

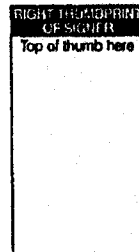
Signer(s) Other Than Named Above: D.J. Picard

**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 \$ \_\_\_\_\_ 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

BY: [Signature]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

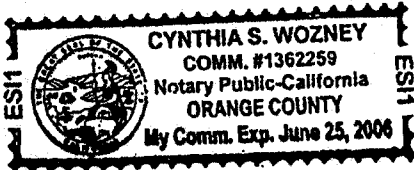
State of CALIFORNIA

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(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:

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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.

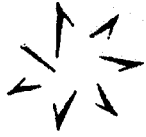
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"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to 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**

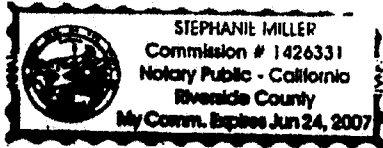
State of California }  
County of Riverside } ss.

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.

[Signature]  
Signature of Notary Public

**OPTIONAL**

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**Description of Attached Document**

Title or Type of Document: Material and Labor Bond

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

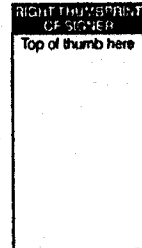
Signer(s) Other Than Named Above: D.J. Ricard

**Capacity(ies) Claimed by Signer**

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

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
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- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

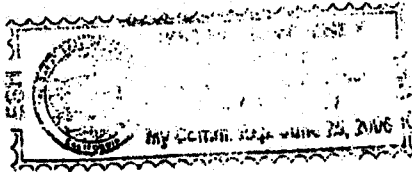
State of CALIFORNIA

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

\_\_\_\_\_  
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**

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

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Any and all bonds and undertakings

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The Company may revoke this appointment at any time.

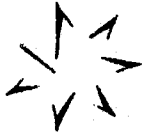
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ARCH Insurance Company

ARCH Surety

---

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

} ss.

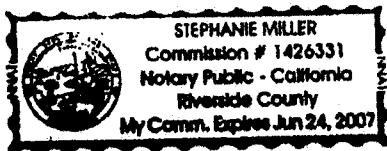
On April 15, 2005 before me, Stephanie Miller, Notary Public

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

personally appeared 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

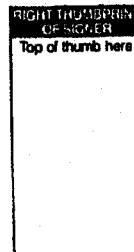
Signer(s) Other Than Named Above: D.J. Board

**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: 31580  
Water System \$ \_\_\_\_\_ Parcel Map No. \_\_\_\_\_  
Sewer System \$ 412,000 Bond No. SU5012264  
Premium \$3,090.00

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 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

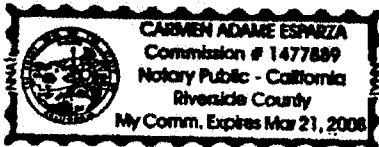
State of California

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: \_\_\_\_\_

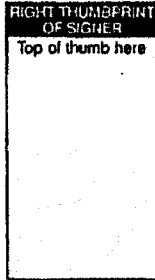
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

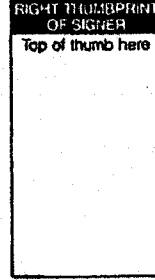
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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**

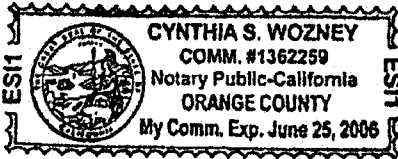
State of CALIFORNIA

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: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

PERFORMANCE BOND  
TITLE OR TYPE OF DOCUMENT

ONE PAGE - TWO SIDED  
NUMBER OF PAGES

JANUARY 7, 2005  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
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.

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

Arch Insurance Company

Attested and Certified



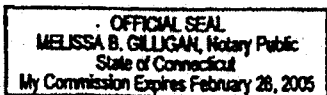
Joseph S. Labell  
Joseph S. Labell, Corporate Secretary

Thomas P. Luckstone  
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.



Melissa B. Gilligan  
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.

Joseph S. Labell  
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 <sup>JMES</sup>

(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: [Signature] Title

Timothy R. Jones, Vice President Land Development Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

AUTHORIZED SIGNATURE: [Signature] Title

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

(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: \_\_\_\_\_

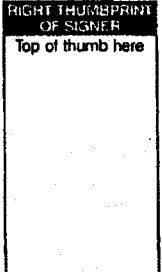
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

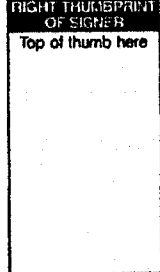
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

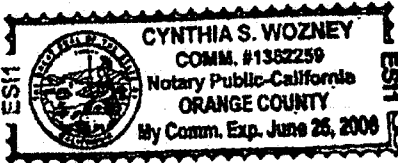
State of CALIFORNIA

County of ORANGE

On 1-7-2005 before me, CYNTHIA S. WOZNEY, NOTARY PUBLIC

personally appeared D.J. PICARD

[X] 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.

Handwritten signature of Cynthia S. Wozney, Notary Public.

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/Conserverator, Other.

DESCRIPTION OF ATTACHED DOCUMENT

MATERIAL AND LABOR BOND, ONE PAGE - TWO SIDED, NUMBER OF PAGES, JANUARY 7, 2005, DATE OF DOCUMENT

SIGNER IS REPRESENTING: 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.

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



*[Handwritten signature of Joseph S. Labell]*

Joseph S. Labell, Corporate Secretary

*[Handwritten signature of Thomas P. Luckstone]*  
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.



*[Handwritten signature of Melissa B. Gilligan]*  
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.

*[Handwritten signature of Joseph S. Labell]*  
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



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.

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

Tract/Parcel Map No. 31580  
Bond No. SU5012265

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>

**KNOW ALL MEN BY THESE PRESENTS:**

That, WL HOMES LLC, 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 SIXTY-THOUSAND EIGHT HUNDRED & NO/100--- Dollars (\$ 60,800.00---).

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 31580, 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 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.

### SUBDIVISION MONUMENT BOND

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

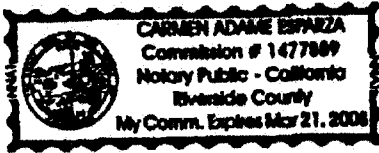
(IF CORPORATION, AFFIX SEAL)

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 A  
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: \_\_\_\_\_

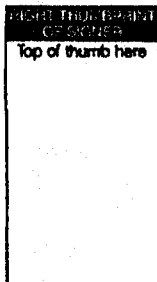
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

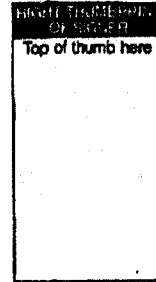
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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**

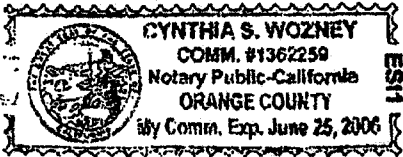
State of CALIFORNIA

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

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

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

**DESCRIPTION OF ATTACHED DOCUMENT**

MONUMENT 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.

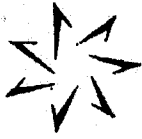
[Signature]  
Joseph S. Labell, Corporate Secretary

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

05/11/2011 11:42 AM



**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.

**.. SUBDIVISION MONUMENT BOND**

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety  
above named, on APRIL 13, 2005

NAME OF PRINCIPAL: WL HOMES LLC, DBA JOHN LAING HOMES

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

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: ARCH INSURANCE COMPANY

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

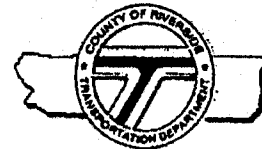
D.J. PICARD,      Its Attorney-in-Fact      Title

(IF CORPORATION, AFFIX SEAL)

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



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



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

January 2, 2008

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

RE: Tract 31580 - Partial Release of Security

Dear Sir:

On November 22, 2005, the Board entered into agreements with WL Homes, LLC, dba John Laing Homes 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:

- \$4,717,600 - Bond #SU5012262 for the completion of street improvements
- \$355,000 - Bond #SU5012263 for the completion of the water system
- \$412,000 - Bond #SU5012264 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:

- \$3,467,600 for the completion of street improvements
- \$284,000 for the completion of the water system
- \$329,600 for the completion of the sewer system

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

- \$1,250,000 - Bond #SU5012262 for the completion of street improvements
- \$71,000 - Bond #SU5012263 for the completion of the water system
- \$82,400 - Bond #SU5012264 for the completion of the sewer system

Sincerely,

Hugh Smith  
Engineering Division Manager

HS:lf

# EXHIBIT 'C'

393  
82  
2005-0808062  
ORIGINAL

IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

SHEET 2 OF 8 SHEETS

## TRACT NO. 31580

BEING A PORTION OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 2 SOUTH, RANGE 7 WEST,  
AS SHOWN BY RECORDED SURVEY OF JESPA RANCHO ON FILE IN BOOK 2, PAGE 23 OF MAPS, RECORDS  
OF SAN BERNARDINO, CALIFORNIA

EADSON & ASSOCIATES, INC.

WILLIAM E. EADSON, P.L.S. 6154

### EASEMENT NOTES

**1) EASEMENT GRANTED TO COUNTY OF RIVERSIDE  
AUG. OCTOBER 29, 1906, PATH 7086577**

23 AN EASEMENT FOR PUBLIC ROADS AND INCIDENTAL PURPOSES RECORDED JULY 13, 1909 IN BOOK 207, PAGE 18 OF DEEDS.

33 AN EASEMENT FOR HIGHWAYS, FOREST GRADING, COMPACTING AND INCIDENTAL PURPOSES, RECORDED APRIL 28, 1909 AS INSTRUMENT NO. 2904-18463 OF OFFICIAL RECORDS (CALIFORNIA CIVIL ASSURANCE)

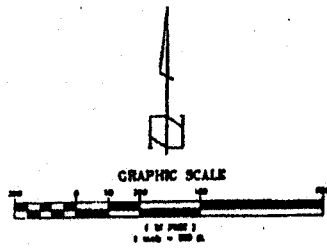
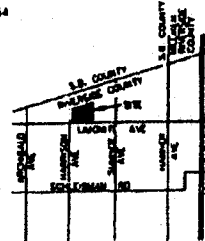
43 RIGHT OF WAY GRANTED TO THE STEVENSON COMPANY RECORDED IN BOOK 124, PAGE 327 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, AND BY DEEDS RECORDED JULY 26, 1907 IN BOOK 31, PAGE 137, MARCH 2, 1908 IN BOOK 68, PAGE 236, APRIL 10, 1909 IN BOOK 142, PAGE 107, JANUARY 8, 1909 IN BOOK 216, PAGE 4, ALL OF DEEDS, RECORDS OF RIVERSIDE COUNTY. (NOT LOCATABLE FROM RECORD)

### BASES OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CONTINUITY OF LIMONITE AVENUE BEING NORTH 89°28' EAST AS SHOWN ON TRACT NO. 29297, RECORDED IN BOOK 324, PAGES 9 THROUGH 12 OF MAPS.

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT SURVEY DIVISION IN U.S.S. BOOK 32, PAGE 27.

DRAINAGE EASEMENTS SHALL BE ADEPT FREE OF OBSTACLES AND OBSTRUCTIONS.



### SURVEYOR'S NOTES

ALL MONUMENTS SHOWN "SET" SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS MAP, UNLESS OTHERWISE NOTED.

W INDICATES MONUMENT FOUND AS NOTED.

D INDICATES SET 1" IRON PIPE AND TAG L.S. 8154 F.L.S.M.

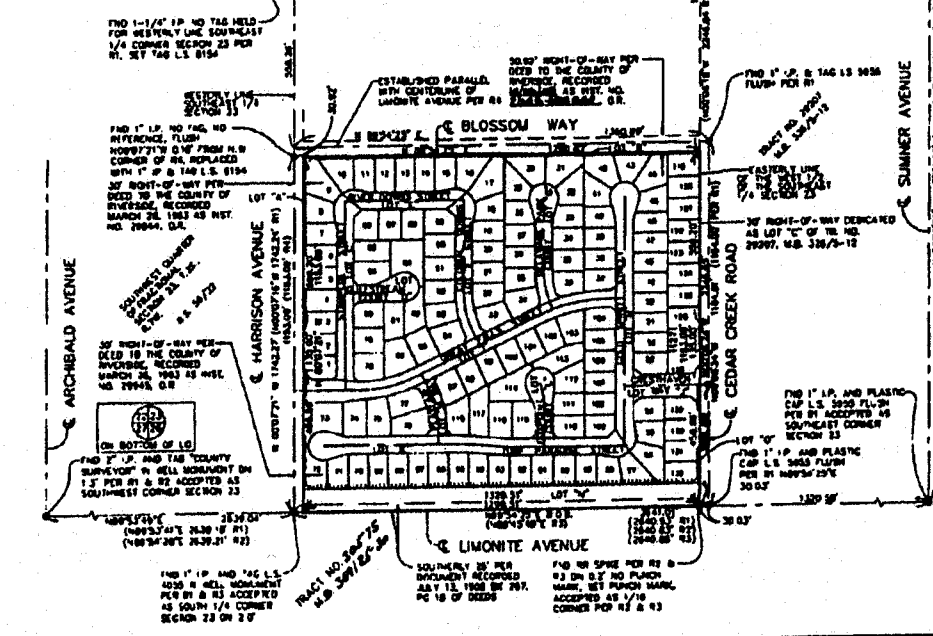
SET 1" IRON PIPE OR LEAD AND TACK #7/64 L.S. 8154 FLUSH AT ALL REAR LOT CORNERS, WHERE REAR CONCRETE BLOCK WALLS EXIST SET SHALL BE TAG L.S. 8154 IN WALL FOOTING.

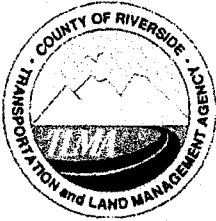
SET LEAD AND TACK #7/64 L.S. 8154 SET FLUSH IN TOP OF CURB AT ALL SIDE LOT LINES BEHIND AND END OF CURVES AND ANGLE POINTS PROJECTED, EXCEPT AT INTERSECTION CORNER CURBTRACK, SET A 1" IRON PIPE AND TAG L.S. 8154 FLUSH.

24-TRACT NO. 29297 M.B. 326/3-12  
25-RECORD OF SURVEY 32/29  
26-RECORD OF SURVEY 82/29  
27-DEED RECORDED MAY 21, 2003 AS DOC. NO. 2003-38700A, O.R.

ALL UTILITY RIGHTS DEDICATED HEREON

UNITS: AREA: 11.42 ACRES





# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY

### Transportation Department



STGS

Juan C. Perez

Director of Transportation

**EXHIBIT 'D'**

04/24/2012

Sage & Assoc.  
1301 Dove St. #820  
Newport Beach, CA 92660

RE: Tract 31580

### Final Punch List

A field review of the above referenced Tract Map located in the Eastvale area was reviewed and approved by the County of Riverside and the City of Eastvale on 3/8/2012. 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. Install Missing speed limit signs at the entrances to the tract.
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).

Page 1 of 3

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. Replace cover plate located at the bottom of street light pole (# 4676960E)
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. Align, adjust, and tighten all street name signs as directed.
13. Provide and 18-inch square saw cut around street name posts, as marked.
14. All street name sign poles are to be placed on Galvanized post, per County Standard 816.
15. Grind .10' and cap pave a .10' hot mix asphalt concrete, 1/2" PG 64-10 Max Medium on 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 slurry/Fog seal application.
21. Remove concrete spills/unauthorized markings from sidewalk, curb and gutter as directed.
22. Replace STOP signs (older than 4 years) with new Stop sign (Type DG3 reflectivity).

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: Bill Jackson  
File

WARREN D. WILLIAMS  
General Manager-Chief Engineer



1995 MARKET STREET  
RIVERSIDE, CA 92501  
951.955.1200  
FAX 951.788.9965  
www.floodcontrol.co.riverside.ca.us  
116202

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
September 27, 2007

Mr. George Johnson  
Director of Transportation  
Riverside County Transportation  
and Land Management Agency  
Post Office Box 1605  
Riverside, CA 92502-1605

Dear Mr. Johnson:

Re: Tract No. 31580  
Eastvale MDP Line A, Stage 3  
Project No. 2-0-00313-03  
Drawing No. 2-352

Per the Cooperative Agreement approved by the Board of Supervisors, between Riverside County Flood Control and Water Conservation District, the County of Riverside and WL Steeplechase III Associates, L.P., the District accepts the above referenced project for operation and maintenance per the date of this letter.

Please retain 10% of the bond value for a period of 12 months from the date of acceptance.

Very truly yours,

*Step Thomas*

STEPHEN C. THOMAS  
Chief of Operations and  
Maintenance Division

c: WL Steeplechase III Associates  
c/o WL Homes LLC  
Attn: Craig R. Smith  
TLMA (Stop 1080)  
Attn: Laura Foster  
Farah Khorashadi  
Henry Olivo  
Kent Allen  
Sam Tercero

AU:rlp



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

**Transportation Department**



*Juan C. Perez*  
Director of Transportation

November 25, 2008

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

RE: Tract 31580 - Release of Monumentation Security

Dear Sir:

On January 29, 2008, the Board entered into agreement with WL Homes, LLC, dba John Laing Homes for the setting of lot corners and subdivision monuments in Tract 31580. Accompanying this agreement was a security issued by Arch Insurance Company in the amount of \$60,800 - Bond #SU5012265.

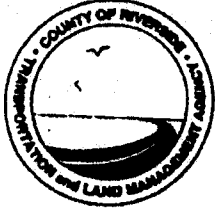
This work has now been completed.

As provided by Ordinance 460, Section 17.1 (I), the above security is hereby released.

Sincerely,

Hugh Smith  
Engineering Division Manager

HS:lf



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



**Transportation Department**

*Juan C. Perez, P.E., F.E.*  
*Director of Transportation*

11/14/2008

**TO:** Laura Foster, Staff Analyst I  
**FROM:** David Duda, Senior Land Surveyor  
**RE:** Monument Bond Release TR 31580

The monuments for the above referenced map have been inspected and found to be satisfactory.  
The survey division has no objection to the release of the monument bond for the above map.