

AGREEMENT

MONUMENTATION

31983

THIS AGREEMENT is made and entered into, in duplicate, as of this 25th day of September, 2010, pursuant to Title 20.40 of the Municipal Code and by and

BETWEEN

CITY OF LONG BEACH, a municipal corporation, organized under the laws of the State of California, hereinafter designated as the "**CITY**"

AND

LENNAR HOMES OF CALIFORNIA, Inc., hereinafter designated as the "**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property in the City of Long Beach, County of Los Angeles, State of California, designated as 2080 Obispo Avenue, Tract Map Number 52702, as per recorded in book 1346, pages 65 to 72 described as being a final plot, and being a subdivision of portions Lots 13 and 14A of the Alamitos Tract, as per recorded in book 36, pages 37 to 44 of miscellaneous records of the County of Los Angeles.

WHEREAS, said **DEVELOPER** now desires to make and enter into a construction agreement with **CITY**.

NOW, THEREFORE, in consideration of the covenants, conditions and provisions herein contained, it is hereby mutually agreed as follows:

- (1) That said **DEVELOPER** shall, on or prior to the last day of December 2011, complete, to the satisfaction of the City Engineer of **CITY**, all monument positing work required by **CITY** and in compliance with Title 20 of the Municipal Code of **CITY**,

which monument positing work together with the estimated cost is set forth more particularly on Exhibit A, attached hereto and made a part hereof by this reference.

(2) **DEVELOPER** shall prosecute the monument work in a diligent and workmanlike manner to completion. In the event **DEVELOPER** fails or neglects to complete all of said work as aforesaid and within the time specified, **CITY** shall have the right at any time thereafter to complete the same with **CITY** forces or by separate contract and thereupon recover from said **DEVELOPER** the full cost and expense thereby incurred by **CITY**.

(3) **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage occurring to the work specified in this Agreement prior to the completion and acceptance of same, nor shall **CITY**, nor any officer or employee thereof, be liable to any persons or property injured by reason of the nature of said work or by reason of the acts or omissions of **DEVELOPER**, his agents or employees, in the performance of said work, but all of said liabilities shall be assumed by **DEVELOPER**. **DEVELOPER** further agrees to protect, defend and hold harmless **CITY** and the officers and employees thereof from all loss, liability or claim arising directly or indirectly out of the negligent or intentional acts or omissions of **DEVELOPER**, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the construction of said work.

(4) **DEVELOPER** shall deposit money with the City Treasurer or shall furnish to **CITY** a good and sufficient surety bond or bonds, or file with **CITY** an Instrument of Credit, in an amount not less than 100 percent of the estimated cost of the improvement work described in Exhibit A attached hereto for the faithful performance of the terms and conditions of this Agreement, and in addition, for labor and materials in the amount not less than 50 percent of the said estimated cost of the improvement work 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. If the security posted by **DEVELOPER** is a surety bond or bonds and the surety on any of said bonds, in the opinion of **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each and every bond or bonds with good and sufficient sureties within Ten (10) days after receiving notice that said surety or sureties are insufficient. If the security posted by **DEVELOPER** is an Instrument of Credit and the credit, in the opinion of **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each Instrument of Credit within Ten (10) days after receiving notice that said credit is insufficient.

(5) All applicable provisions of Title 20 of the Municipal Code of the **CITY**, and the provisions of Title 7, Division 2, Chapter 5 (commencing with Section 66499) of the Government Code of the State of California are hereby incorporated herein and made a part hereof.

(6) It is agreed by and between the parties hereto, including the surety or sureties on the bond or bonds attached to this Agreement, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, such extension of time may be granted, from time to time, by **CITY**, either at **CITY'S** own election, or upon request of **DEVELOPER**, and such extensions shall in no way affect the validity of this Agreement, release the surety or sureties on said bonds, or release the bank on the Instrument of Credit. **DEVELOPER** further agrees to maintain the aforesaid bond or bonds or Instrument of Credit in full force and effect during the term of this Agreement, including any extensions of time as may be granted from time to time.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

CITY OF LONG BEACH, a Municipal Corporation

9/25, 2010

BY: 
CITY MANAGER

_____, 20__

BY: _____
DEVELOPER:
John Baayoun, Vice President
Lennar Homes of California, Inc.

_____, 20__

BY: _____
DEVELOPER

_____, 20__

BY: _____
DEVELOPER

_____, 20__

BY: _____
DEVELOPER

Approved as to form this 2nd day of September, 2010

ROBERT E. SHANNON, City Attorney

BY: 
DEPUTY

RM:bp
Sub 12_TM 52702_ Lennar (Agreement Monumentation).doc

**WRITTEN CONSENT TO CORPORATE ACTION
BY BOARD OF DIRECTORS OF
LENNAR HOMES OF CALIFORNIA, INC.**

FEBRUARY 26, 2010

The undersigned, constituting all of the members of the Board of Directors of LENNAR HOMES OF CALIFORNIA, INC., a California corporation (the "Corporation"), do hereby waive any and all requirements for notice of the time, place and purpose of a special meeting of the Board of Directors of the Corporation, and do hereby unanimously agree and consent, pursuant to the provisions of Section 307(b) of the California General Corporation Law, to the adoption of, and do hereby adopt, the following resolutions and the actions specified therein:

RESOLVED, that **JOHN BAAYOUN (YAHYA ZAKOUR BAAYOUN)** be, and hereby is an elected **Vice President** of the Corporation serving continuously in such capacity, pursuant to the Bylaws of the Corporation, as amended, since his initial election on February 20, 2004, and will continue to serve in such capacity until the next annual meeting of the Board of Directors of the Corporation, or until a successor is duly elected and qualified or until his earlier resignation or removal from office; and

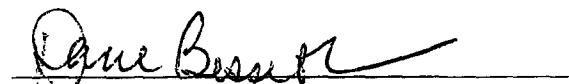
RESOLVED, that the authorities hereby conferred shall be deemed retroactive, and that any and all actions, transactions and deeds by **JOHN BAAYOUN (YAHYA ZAKOUR BAAYOUN)** in his capacity as **Vice President**, in the name of or on behalf of the Corporation that were performed prior to the passage of these resolutions be, and they hereby are, approved, ratified and confirmed in all respects.

This Written Consent may be executed in counterparts, and all counterparts executed shall constitute one Written Consent. A facsimile or PDF of a signature to this Written Consent shall be deemed as valid as an original signature thereto.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of the date first written above.

DIRECTORS:


Mark Sustana


Diane Bessette

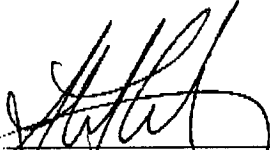
**WRITTEN CONSENT TO CORPORATE ACTION
BY BOARD OF DIRECTORS OF
LENNAR HOMES OF CALIFORNIA, INC.**

The undersigned, being all of the members of the Board of Directors of LENNAR HOMES OF CALIFORNIA, a California corporation (the "Corporation"), do hereby waive any and all requirements for notice of the time, place and purpose of a special meeting of the Board of Directors of the Corporation and do hereby unanimously agree and consent, pursuant to the provisions of Section 307(b) of the California General Corporation Law, to the adoption of, and do hereby adopt, the following resolutions and the actions specified therein:

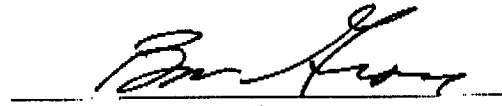
RESOLVED, that John Baayoun be, and he hereby is, elected Vice President of the Corporation, to serve in such capacity until the next annual meeting of Directors or until his successors are elected and qualified; and

RESOLVED, that all actions, transactions and deeds by John Baayoun in his capacity as Vice President in the name of or on behalf of the Corporation be, and they hereby are, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned Directors have executed this Written Consent effective as of February 20, 2004.



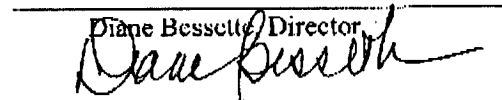
Stuart A. Miller, Director



Bruce Gross, Director

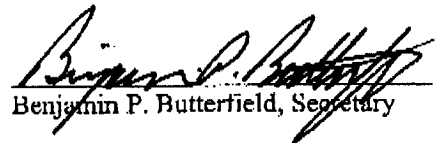


Allan J. Pekar, Director



Diane Bessette, Director

CONSTITUTING ALL OF THE DIRECTORS



Benjamin P. Butterfield, Secretary

DEFERRED MONUMENTS FOR TRACT MAP NO. 52702

Engineers estimate

<u>SHEET NO.</u>	<u>Quantity Of Required Points To Be Set</u>
1	0
2	0
3	9
4	0
5	0
6	0
7	0
8	0

Total= \$2,700.00

Administration fee

\$1,000.00

Total = \$3,700.00

DEFERRED MONUMENT FEE = \$1000.00 + \$30.00 PER POINT = \$3,700.00

BOND FOR FAITHFUL PERFORMANCE = \$3,700.00

BOND FOR LABOR AND MATERIAL = \$1,850.00

EXHIBIT A

BOND FOR FAITHFUL PERFORMANCE
Bond #5037457 Executed in Triplicate

WHEREAS, the City of Long Beach and Lennar Homes of California, Inc, a California Corporation, hereinafter designated as "**PRINCIPAL**", have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated September 25th, 2010, and identified as Tract No. 52702 is hereby referred to and made a part hereof; and

WHEREAS, said **PRINCIPAL** is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we the **PRINCIPAL** and Bond Safeguard Insurance Company _____, as Surety, a corporation organized and existing under the laws of the State of Illinois, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "**City**," in the penal sum of Three thousand Seven hundred dollars (\$3,700) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden **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, shall indemnify and save harmless the City, its officers, agents and employees, then this

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

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

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

Dated this 22nd day of April, 2010

Lennar Homes of California, Inc.

BY:

PRINCIPAL

Yanya Zakour Banyoun

BY:

PRINCIPAL

Bond ~~Safeguard Insurance Company~~

BY

SURETY

Heather A. Beck, Attorney-in-Fact

STATE OF CALIFORNIA
COUNTY OF ORANGE }§

On April 27, 2010, before me Kara Ann Cawood, Notary Public personally appeared

Yahya Zakour Baayoun

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kara Ann Cawood



(This area for official notarial seal)

Approved as to form this 23rd day of September, 2010.

ROBERT E. SHANNON, City Attorney

BY:
DEPUTY

Approved as to sufficiency this 14th day of September, 2010.

BY:
DIRECTOR OF PUBLIC WORKS

BM:bp

Sub-14B_TM 52702_ Lennar (Bond faithful performance monumntation).doc

BOND FOR LABOR AND MATERIALS
Bond #5037457 Executed in Triplicate

WHEREAS, the City of Long Beach and Lennar Homes of California, Inc, a California Corporation, hereinafter designated as "**PRINCIPAL**," have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated September 25th, 2010, and identified as Tract No. 52702 is 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 City of Long Beach 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 Bond Safeguard Insurance Company, as Surety, a corporation organized and existing under the laws of the State of Illinois, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "City," and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid public improvements, in the sum of One thousand Eight hundred dollars (\$1,850.00) for the payment of materials or labor furnished thereon if any or for amounts due under the Unemployment Insurance Act with respect to such work or labor, for the payment of which sum, well and truly to be made jointly and severally, firmly by those presents.

The condition of this obligation is such that if the above bounden **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, or 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 City, its officers, agency and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As 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 City in success fully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

Dated this 22nd day of April, 2010

Lennar Homes of California, Inc.

BY:

PRINCIPAL

Yahya Zakour Banyoun

BY:

PRINCIPAL

Bond Safeguard Insurance Company

BY:

SURETY

Heather A. Beck, Attorney-in-Fact

STATE OF CALIFORNIA
COUNTY OF ORANGE }§

On April 27, 2010, before me Kara Ann Cawood, Notary Public personally appeared

Yahya Zakour Baayoun

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

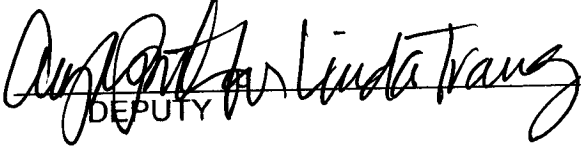
Signature Kara Ann Cawood




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Approved as to form this 23rd day of September, 2010

ROBERT E. SHANNON, City Attorney

BY: 
DEPUTY

Approved as to sufficiency this 14th day of September, 2010

BY: 
DIRECTOR OF PUBLIC WORKS

BM:bp
Sub-14B_TM 52702_ Lennar (Bond Labor and Material monumntation).doc

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: James I. Moore, Bonnie Kruse, Stephen T. Kazner, Dawn L. Morgan, Peggy Faust, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Joel E. Speckman, Heather A. Beck, Tariese M. Pisciotto

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/13

Maureen K. Aye
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 22nd Day of April, 20 10



Donald D. Buchanan
Donald D. Buchanan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

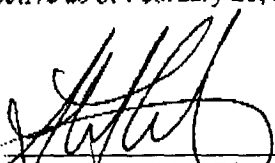
**WRITTEN CONSENT TO CORPORATE ACTION
BY BOARD OF DIRECTORS OF
LENNAR HOMES OF CALIFORNIA, INC.**

The undersigned, being all of the members of the Board of Directors of LENNAR HOMES OF CALIFORNIA, a California corporation (the "Corporation"), do hereby waive any and all requirements for notice of the time, place and purpose of a special meeting of the Board of Directors of the Corporation and do hereby unanimously agree and consent, pursuant to the provisions of Section 307(b) of the California General Corporation Law, to the adoption of, and do hereby adopt, the following resolutions and the actions specified therein:

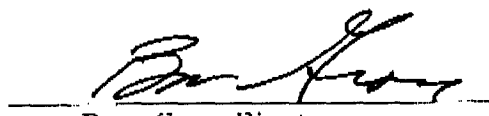
RESOLVED, that John Baayoun be, and he hereby is, elected Vice President of the Corporation, to serve in such capacity until the next annual meeting of Directors or until his successors are elected and qualified; and

RESOLVED, that all actions, transactions and deeds by John Baayoun in his capacity as Vice President in the name of or on behalf of the Corporation be, and they hereby are, ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the undersigned Directors have executed this Written Consent effective as of February 20, 2004.



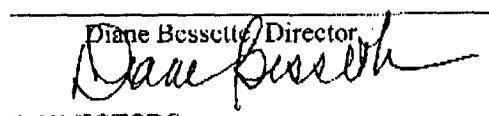
Stuart A. Miller, Director



Bruce Gross, Director

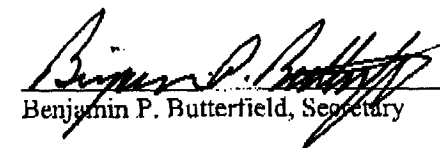


Allan J. Pekor, Director



Diane Bessette, Director

CONSTITUTING ALL OF THE DIRECTORS



Benjamin P. Butterfield, Secretary

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BY BOARD OF DIRECTORS OF
LENNAR HOMES OF CALIFORNIA, INC.**

FEBRUARY 26, 2010

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RESOLVED, that **JOHN BAAYOUN (YAHYA ZAKOUR BAAYOUN)** be, and hereby is an elected **Vice President** of the Corporation serving continuously in such capacity, pursuant to the Bylaws of the Corporation, as amended, since his initial election on February 20, 2004, and will continue to serve in such capacity until the next annual meeting of the Board of Directors of the Corporation, or until a successor is duly elected and qualified or until his earlier resignation or removal from office; and


RESOLVED, that the authorities hereby conferred shall be deemed retroactive, and that any and all actions, transactions and deeds by **JOHN BAAYOUN (YAHYA ZAKOUR BAAYOUN)** in his capacity as **Vice President**, in the name of or on behalf of the Corporation that were performed prior to the passage of these resolutions be, and they hereby are, approved, ratified and confirmed in all respects.

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DIRECTORS:


Mark Sustana


Diane Bessette
