

AGREEMENT

31982

Public Improvements

THIS AGREEMENT is made and entered into, in duplicate, as of this 25<sup>th</sup> day of September, 2010, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 7<sup>th</sup>, 2010, 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., a California corporation, 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; and

WHEREAS, ALAMITOS RIDGE, LLC, a California limited liability company, hereinafter designated as the "SUBDIVIDER", had undertaken to subdivide the real property described above; and

WHEREAS, CITY and SUBDIVIDER entered into an agreement whereby SUBDIVIDER agreed to install and complete certain designated improvements which dated June 2, 2008 said agreement, ~~executed in 2008~~, is hereinafter referred to as the "Subdivider

Agreement", a copy of which is attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, **DEVELOPER** now desires to make and enter into an improvement agreement with **CITY**, wherein **DEVELOPER** shall assume and agree to perform all of **SUBDIVIDER's** obligations and liabilities, past and present, and other terms and conditions under the Subdivider Agreement;

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

(1) That said **DEVELOPER** hereby assumes all of the burdens, obligations and liabilities of **SUBDIVIDER** under the Subdivider Agreement, and agrees to be bound by all of the terms and conditions of the Subdivider Agreement and covenants and agrees to fully perform all of the duties and obligations under the Subdivider Agreement, including but not limited to the provisions of new insurance, and performance and labor and materials bonds to **CITY**.

(2) 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 of the improvement work required by Title 20 of the Municipal Code of **CITY**, which improvement work is set forth more particularly on Exhibit "B", attached hereto and made a part hereof by this reference.

(3) **DEVELOPER** shall prosecute the improvement 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**.

(4) **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage occurring to the improvement 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.

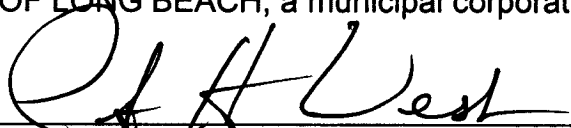
(5) Pursuant to the Subdivider Agreement, **SUBDIVIDER** has furnished to **CITY** a faithful performance bond in the amount of Seven hundred Twenty two thousand Eight hundred Ninety nine dollars (\$722,899), and a labor and materials bond in the amount of Three hundred Sixty one thousand Four hundred Forty nine dollars and Fifty cents (\$361,449.50). For purposes of this Agreement, such security in the aggregate shall hereinafter be referred to as the "Improvement Security". **DEVELOPER** shall replace **SUBDIVIDER's** Improvement Security with security of its own in amount equal to the Improvement Security, unless **CITY** otherwise determines at its sole discretion and in writing that such security can be issued at a lesser amount. **SUBDIVIDER's** security shall be in full compliance with the terms and conditions stated in the Subdivider Agreement for such security


(6) 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.


(7) 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

July 26, 2010 BY:  DEVELOPER

\_\_\_\_\_, 2010 BY:  DEVELOPER

**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

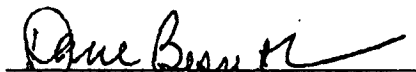
RESOLVED, that the authorities hereby conferred shall be deemed retroactive, and that any and all actions, transactions and deeds by JOHN BAAYOUN (YAHYA ZAKOUR BAAYOUN) in his capacity as Vice President, in the name of or on behalf of the Corporation that were performed prior to the passage of these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

STATE OF CALIFORNIA )

SS.

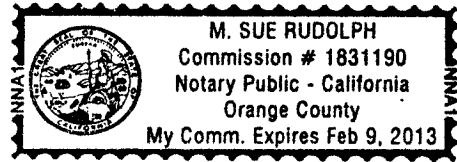
COUNTY OF ORANGE )

On July 26, 2010, before me M. Sue Rudolph, Notary Public, personally appeared John 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 M. Sue Rudolph (SEAL)



\_\_\_\_\_, 2010

BY: \_\_\_\_\_  
DEVELOPER

\_\_\_\_\_, 2010

BY: \_\_\_\_\_  
DEVELOPER

Approved as to form this 23<sup>rd</sup> day of September, 2010.

ROBERT E. SHANNON, City Attorney

BY: *Cynthia...*  
DEPUTY

BP:bp  
Storm drain- Lennar Agreement .doc

AGREEMENT

THIS AGREEMENT is made and entered into, in duplicate, as of this 2<sup>nd</sup> day of June, 2008, 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

The Alamitos Ridge, LLC, hereinafter designated as the "**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property designated as 2080 Obispo Avenue, Tract Map Number 52702, in the City of Long Beach, County of Los Angeles, State of California, described as being a final plot. 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 2008, complete, to the satisfaction of the City Engineer of **CITY**, all of the improvement work required by Title 20 of the Municipal Code of **CITY**, which improvement work together with the estimated cost is set forth more particularly on Exhibit A, attached hereto and made a part hereof by this reference.



## EXHIBIT A

(2) **DEVELOPER** shall prosecute the improvement 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 improvement 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

## EXHIBIT A

**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.

**EXHIBIT A**

CITY OF LONG BEACH, a Municipal Corporation

June 2, 2008

BY: *Suzey* A. S. City Manager  
CITY MANAGER

\_\_\_\_\_, 200\_

BY: *John B. Smith*  
DEVELOPER

\_\_\_\_\_, 200\_

BY: *Michael S. Bey*  
DEVELOPER

\_\_\_\_\_, 200\_

BY: \_\_\_\_\_  
DEVELOPER

\_\_\_\_\_, 200\_

BY: \_\_\_\_\_  
DEVELOPER

Approved as to form this 6<sup>th</sup> day of November 20007

ROBERT E. SHANNON, City Attorney

BY: *Karla Conway*  
DEPUTY

RM:bp  
P:/PD/Sub/Agreement form 12\_b\_TM 52702

EXHIBIT A



Development Resource Consultants, Inc.

Civil Engineering • Land Surveying • Land Planning

Tract No. 52702 Public Street Improvements  
Engineers Estimate

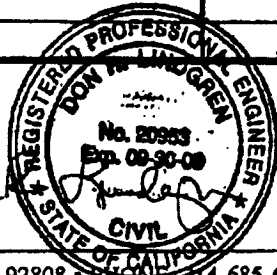
Item	Quantity	Unit Cost	Cost
Sawcut 6" AC Pavement	900 LF	2.67	\$2,403
Remove 6" AC Pavement	180 CY	81.00	\$14,580
Remove Chain Link Fence	1520 LF	1.00	\$1,520
Remove Misc. Signs	1 EA	180.00	\$180
Remove Power Pole / Guy Pole	3 EA	1,000.00	\$3,000
Remove PCC Curb and Gutter	76 LF	5.00	\$380
Install 6" AC Pavement	917 TONS	70.00	\$64,190
Install 14" Crushed Aggregate Base	1081 CY	26.00	\$28,106
Construct 6" PCC Curb and 18" Gutter	1330 LF	36.50	\$48,545
Construct 8" PCC Cross Gutter	1340 SF	11.75	\$15,745
Install 3" Thick PCC Sidewalk	6314 SF	4.50	\$28,413
Construct 4" PCC Handicap Ramp	7 EA	3,625.00	\$25,375
Construct 6" PCC Curb	62 LF	8.00	\$496
Cold Plane 2" AC	576 SY	0.90	\$518
Provide 2" AC Overlay	576 SY	1.20	\$691
Construct 8" PCC Curb and 24" Gutter	30 LF	38.50	\$1,155
Construct 6" Curb Transition	38 LF	8.00	\$304
Construct 8" Curb Transition	13 LF	10.50	\$137
Signing	1 LS	10,010.00	\$10,010
Striping	1 LS	22,340.00	\$22,340
Install Street Light	11 EA	6,600.00	\$72,600
Underground Utilities	1750 LF	100.00	\$175,000
Install 24" Box Street Tree	51 EA	500.00	\$25,500
Install Groundcover	9440 SF	1.00	\$9,440
Install Irrigation	9440 SF	2.00	\$18,880
Install Signalization	1 EA	59,100.00	\$59,100
<b>Subtotal</b>			<b>\$628,608</b>
<b>Contingencies</b>			<b>\$28,573</b>
<b>Total Construction</b>			<b>\$657,181</b>
<b>One Year Warranty</b>			<b>\$65,718</b>
<b>Total</b>			<b>\$722,899</b>

Faithful Performance Segment  
Labor and Materials Segment

\$722,899.00

\$361,449.50

*Handwritten signature and date*  
5/10/08



8175 E. KAISER BLVD. • ANAHEIM HILLS, CA 92808 • PHONE: 714-685-6860 • FAX: 714-685-6801

ANAHEIM HILLS    ONTARIO    LAS VEGAS    VALENCIA    LOS ANGELES    IRVINE    SALIDA

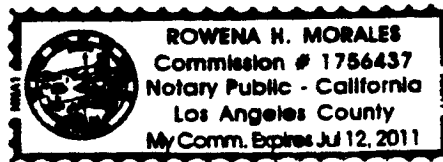
ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On October 10, 2007, before me, Rowena H. Morales, Notary Public, personally appeared Jean B. Smith and Mark L. Bixby, 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 [Handwritten Signature]



(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO
Title of Document Type AGREEMENT FOR PUBLIC STREET IMPROVEMENTS WITH THE CITY OF LONG BEACH
THE DOCUMENT DESCRIBED AT RIGHT. Number of Pages 5 Date of Document
Signer(s) Other Than Named Above

EXHIBIT A

AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION is made this 3<sup>rd</sup> day of March, 2010 extending the Agreement dated the 2<sup>nd</sup> day of June, 2008, made by and

BETWEEN CITY OF LONG BEACH, a municipal corporation, organized under the laws of the State of California, designated as the "CITY"  
AND The Alamitos Ridge, LLC, designated as the "DEVELOPER"

WHEREAS, DEVELOPER has requested an extension of said Agreement with CITY, for completion of the public improvements work conditioned upon the approval of Tract Map 52702, pursuant to provision (6) of said Agreement.

NOW, THEREFORE, this Agreement Extension shall in no way affect the validity of the Agreement, or release the surety or sureties on bonds, or the provisions contained therein, but shall preserve the aforesaid bonds in full force and effect during the term of this Extension.

DEVELOPER shall, on or prior to the last day of December 2010, complete, to the satisfaction of the City Engineer of CITY, all of the improvement work required by Title 20 of the Municipal Code of CITY, which improvement work together with the estimated cost set forth more particularly on Exhibit A of said Agreement, and this Agreement Extension made a part hereof by this reference and approved as follows:

3.5, 2010 CITY OF LONG BEACH, a Municipal Corporation  
BY: [Signature] Assistant City Manager  
CITY MANAGER

Approved as to form this 18<sup>th</sup> day of February, 2010.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

ROBERT E. SHANNON, City Attorney  
BY: [Signature]  
DEPUTY

AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION is made this 30<sup>th</sup> day of January, 2009 extending the Agreement dated the 2<sup>nd</sup> day of June, 2008, made by and

BETWEEN

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

AND

The Alamitos Ridge, LLC, designated as the "DEVELOPER"

WHEREAS, DEVELOPER has requested an extension of said Agreement with CITY, for completion of the public improvements work conditioned upon the approval of Tract Map 52702, pursuant to provision (6) of said Agreement.

NOW, THEREFORE, this Agreement Extension shall in no way affect the validity of the Agreement, or release the surety or sureties on bonds, or the provisions contained therein, but shall preserve the aforesaid bonds in full force and effect during the term of this Extension.

DEVELOPER shall, on or prior to the last day of December 2009, complete, to the satisfaction of the City Engineer of CITY, all of the improvement work required by Title 20 of the Municipal Code of CITY, which improvement work together with the estimated cost set forth more particularly on Exhibit A of said Agreement, and this Agreement Extension made a part hereof by this reference and approved as follows:

Jan 30, 2009 BY: [Signature] Assistant City Manager CITY MANAGER

Approved as to form this 20<sup>th</sup> day of January, 2009.

APPROVED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

ROBERT E. SHANNON, City Attorney BY: [Signature] DEPUTY

EXHIBIT B



Development Resource Consultants, Inc.

Civil Engineering • Land Surveying • Land Planning

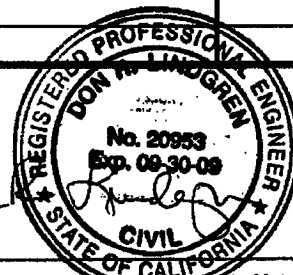
Tract No. 52702 Public Street Improvements  
Engineers Estimate

Item	Quantity	Unit Cost	Cost
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Remove 6" AC Pavement	180 CY	81.00	\$14,580
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Remove Misc. Signs	1 EA	180.00	\$180
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Provide 2" AC Overlay	576 SY	1.20	\$691
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Install Signalization	1 EA	59,100.00	\$59,100
<b>Subtotal</b>			<b>\$628,608</b>
Contingencies			\$28,573
<b>Total Construction</b>			<b>\$657,181</b>
One Year Warranty			\$65,718
<b>Total</b>			<b>\$722,899</b>

Faithful Performance Segment  
Labor and Materials Segment

\$722,899.00  
\$361,449.50

*W. Lee*  
5/19/08



8175 E. KAISER BLVD. • ANAHEIM HILLS, CA 92808 • TEL: 714-685-6860 • FAX: 714-685-6801

ANAHEIM HILLS    ONTARIO    LAS VEGAS    VALENCIA    LOS ANGELES    IRVINE    SALIDA



BOND FOR FAITHFUL PERFORMANCE

Bond #5038093 Executed In Triplicate Public Improvements  
Premium: \$13,735.00

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 25<sup>th</sup>, 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, wherein PRINCIPAL fully assumes the burdens and obligations under that certain Agreement Between the City of Long Beach and Alamitos Ridge, LLC, a California limited liability company, ~~dated June 2, 2008;~~  
~~executed in 2006;~~

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 Seven hundred Twenty Two thousand ~~Public Improvements~~ Eight hundred ~~Public Improvements~~ Ninety nine dollars (\$722,899) 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 15th day of July, 2010.

Lennar Homes of California, Inc.

BY: \_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_  
PRINCIPAL

Bond Safeguard Insurance Company

BY: Heather A. Beck  
SURETY

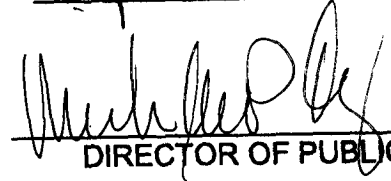
Heather A. Beck, Attorney-In-Fact

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

ROBERT E. SHANNON, City Attorney

BY:   
DEPUTY

Approved as to sufficiency this 14<sup>th</sup> day of September, 2010.

BY:   
DIRECTOR OF PUBLIC WORKS

BP:bp  
Improvements Bond For Faithful Performance- Lennar.doc

BOND FOR LABOR AND MATERIALS

Bond #5038093 Executed In Triplicate Public Improvements  
Premium: Inc. In  
Perf. Bond

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 25<sup>th</sup>, 2010, and identified as Tract Map No. 52702 is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, wherein PRINCIPAL fully assumes the burdens and obligations under that certain Agreement Between the City of Long Beach and Alamitos Ridge, LLC, a California limited liability company, ~~executed in 2008~~ <sup>dated June 2, 2008;</sup> 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, retroactive to date construction began by PRINCIPAL and/or Alamitos Ridge, LLC, a California limited liability company, in the sum of Three hundred Sixty one thousand Four hundred Forty nine dollars and Fifty cents (\$361,449.50) 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, 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 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 15th day of July, 2010.

Lennar Homes of California, Inc.

BY: \_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_  
PRINCIPAL

Bond Safeguard Insurance Company

BY: \_\_\_\_\_  
SURETY

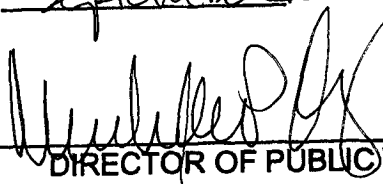
Heather A. Beck, Attorney-In-Fact

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

ROBERT E. SHANNON, City Attorney

BY:   
DEPUTY

Approved as to sufficiency this 14<sup>th</sup> day of September, 2010.

BY:   
DIRECTOR OF PUBLIC WORKS

BP:bp  
Public Improvements Bonds L&M- Lennar.doc

**All-Purpose Acknowledgment**

State of California )

County of Orange )

On July 23, 2010, before me, Jerilyn Bagwell, Notary Public, personally appeared John Baayoun who 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.

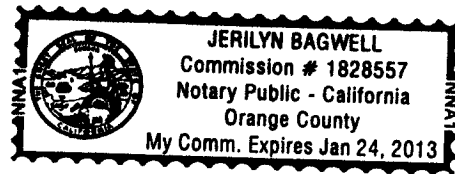
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Jerilyn Bagwell*

Jerilyn Bagwell, Notary Public

My commission expires: January 24, 2013



State of Illinois}
} ss.i
County of Dupage }

On 7/15/2010, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Heather A. Beck known to me to be Attorney-in-Fact of Bond Safeguard Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2014

Tariese M. Pisciotto (handwritten signature)

Tariese M. Pisciotto, Notary Public

Commission No. 560807





POWER OF ATTORNEY AO 68969

# 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 7<sup>th</sup> day of November, 2001.



**BOND SAFEGUARD INSURANCE COMPANY**

BY   
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  
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 15<sup>th</sup> Day of July, 20 10



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."**