

AGREEMENT

Storm Drain Improvements

31951

THIS AGREEMENT is made and entered into, in duplicate, as of this 15th day of December, 2010, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 7, 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 said agreement, executed in 2006, 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.

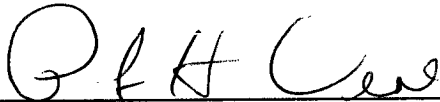
(5) Pursuant to the Subdivider Agreement, **SUBDIVIDER** has furnished to **CITY** a faithful performance bond in the amount of One million Thirty thousand Nine hundred Thirty dollars (\$1,030,930), and a labor and materials bond in the amount of Five hundred Fifteen thousand Four hundred Sixty Five dollars (\$515,465). 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

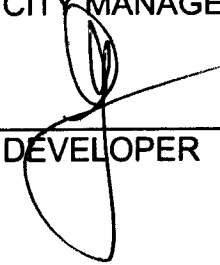
(6) All applicable provisions of Title 20 of the Municipal Code of the CITY, and the provisions of Title 7, Division 2, Chapter 5 (commencing with Section 66499) of the Government Code of the State of California are hereby incorporated herein and made a part hereof.

(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

12/15, 2010 BY: 
CITY MANAGER

_____, 2010 BY:  **John Baayoun**
DEVELOPER **Vice President**

_____, 2010 BY: _____
DEVELOPER

_____, 2010

BY: _____
DEVELOPER

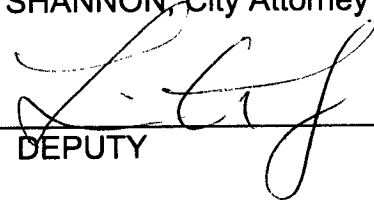
_____, 2010

BY: _____
DEVELOPER

Approved as to form this 1st day of December, 2010.

ROBERT E. SHANNON, City Attorney

BY: _____
DEPUTY



BP:bp
Storm drain- Lennar Agreement .doc

EXHIBIT A

AGREEMENT

THIS AGREEMENT is made and entered into, in duplicate, as of the _____ day of _____, 2006, pursuant to a Minute Order adopted by the City Council of the City of Long Beach at its meeting held on the _____ day of _____, 2006, 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

ALAMITOS RIDGE, LLC, a California Limited Liability Corporation, hereinafter designated as the "**SUBDIVIDER**"

WHEREAS, said **SUBDIVIDER** has undertaken to subdivide the real property in the City of Long Beach, County of Los Angeles, State of California, described as Portions of Lots 13 and 14A of the Alamitos Tract, as per Map recorded in Book 36 Pages 37 to 44, inclusive to Miscellaneous Records, in the office of the County Recorder of said County; and to be known as Tract No. 52702; and

WHEREAS, the City Council of said City has heretofore approved the final map of said subdivision; and

WHEREAS, said **SUBDIVIDER** now desires to make and enter into the agreement required by the Subdivision Map Act and by the Municipal Code of the City of Long Beach.

EXHIBIT A

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

(1) That said **SUBDIVIDER** shall, on or prior to the first day of November 2008, complete, to the satisfaction of the City Engineer of said City, all of the improvement work required by Title 20 of the Municipal Code of the City of Long Beach, which improvement work together with the estimated cost is set forth with more particularly on Exhibit A, attached hereto and made a part hereof by reference thereto.

(2) **SUBDIVIDER** shall prosecute the improvement work in a diligent and workmanlike manner to completion. In the event **SUBDIVIDER** 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 **SUBDIVIDER** the full cost and expense thereby incurred by the **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 Contractor, his agents or employees, in the performance of said work, but all of said liabilities shall be assumed by the **SUBDIVIDER**. **SUBDIVIDER** further agrees to protect, defend and hold harmless the **CITY** and the officers and employees thereof from all loss, liability or claim because of, or arising out of, the acts or omissions of **SUBDIVIDER**, 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.

EXHIBIT A

(4) **SUBDIVIDER** shall deposit money with the City Treasurer or shall furnish to the **CITY** a good and sufficient surety bond or bonds, or file with the **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 **SUBDIVIDER** is a surety bond or bonds, and the surety on any of said bonds, in the opinion of the **CITY**, becomes insufficient, **SUBDIVIDER** 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.

(5) All applicable provisions of Title 20 of the Municipal Code of the City of Long Beach, 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 contract, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this contract, such extension of time may be granted, from time to time, by the **CITY**, either at the **CITY'S** own election, or upon request of the **SUBDIVIDER**, and such extensions shall in no way affect the validity of this contract or release the surety or sureties on said bonds. **SUBDIVIDER** further agrees to maintain the aforesaid bond or bonds in full force and effect during the term of this contract, including any extensions of time as may be granted from time to time.

EXHIBIT A

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

_____, 2006

BY: _____
CITY MANAGER

JANUARY 26, 2006

BY: Jean B. Smith, PRESIDENT
SUBDIVIDER

DECEMBER 21, 2006

BY: Maule J. Biggs, SECRETARY
SUBDIVIDER

_____, 2006

BY: _____
SUBDIVIDER

_____, 2006

BY: _____
SUBDIVIDER

Approved as to form this ____ day of _____, 2006.

ROBERT E. SHANNON, City Attorney

BY: _____
DEPUTY

EXHIBIT A

EXHIBIT A
Page 1 of 2

CONSTRUCTION COST ESTIMATE

Wat Utilities required in conjunction with the Alamitos Ridge residential development at 2800 Obispo Avenue, Case No. 0208-18, Tract 52702.

SCHEDULE A-3 STORM DRAIN – OFF-TRACT

1.	Sawcut, Remove And Replace Existing Pavement	\$33,352
2.	30" RCP SD, 2250 D-Load	\$43,500
3.	30" RCP SD, 1750 D-Load	\$45,936
4.	30" RCP SD, 1500 D-Load	\$45,936
5.	Manhole Per APWA Standard Plan 320-1, With 1st Raise	\$4,550
6.	Manhole Per APWA Standard Plan 320-1, D<12', With 1st Raise	\$12,400
7.	Join Existing 57" Storm Drain	\$4,000
8.	Raise Manholes To Finish Grade	\$1,350
9.	Traffic Control	<u>\$7,750</u>
	SUBTOTAL	\$198,774

SCHEDULE A-3 STORM DRAIN – IN-TRACT PHASE 1

1.	30" RCP SD, 2500 D-Load	\$16,530
2.	30" RCP SD, 2200 D-Load	\$2,610
3.	24" RCP SD, 2500 D-Load	\$41,580
4.	24" RCP SD, 2250 D-Load	\$7,280
5.	24" RCP SD, 1750 D-Load	\$14,000
6.	18" RCP SD, 2500 D-Load	\$7,680
7.	18" RCP SD, 2250 D-Load	\$7,080
8.	Catch Basin, W=3.5' With Local Depression	\$19,720
9.	Concrete Collar, 24"	\$2,360
10.	Concrete Collar, 18"	\$550
11.	Manhole Per APWA Standard Plan 321-1, D<12', With 1 st Raise	\$4,550
12.	Manhole Per APWA Standard Plan 321-1, D=12' – 16', With 1st Raise	\$10,400
13.	Stencil "No Dumping – Drains To Ocean" Per CLB Standard Plan 636	\$1,160
14.	Raise Manholes To Finish Grade	\$1,350
15.	Traffic Control	<u>\$7,750</u>
	SUBTOTAL	\$144,600

SCHEDULE A-3 STORM DRAIN – IN-TRACT PHASE 2

1.	30" RCP SD, 1750 D-Load	\$23,664
2.	24" RCP SD, 2500 D-Load	\$1,260
3.	24" RCP SD, 2250 D-Load	\$36,620
4.	24" RCP SD, 1500 D-Load	\$12,180
5.	18" RCP SD, 2000 D-Load	\$13,680
6.	18" RCP SD, 1750 D-Load	\$4,080
7.	18" RCP SD, 2250 D-Load	\$2,040
8.	Catch Basin, W=7.0' With Local Depression	\$11,800
9.	Catch Basin, W=3.5' With Local Depression	\$4,650
10.	Catch Basin, W=3' With Local Depression	\$9,300

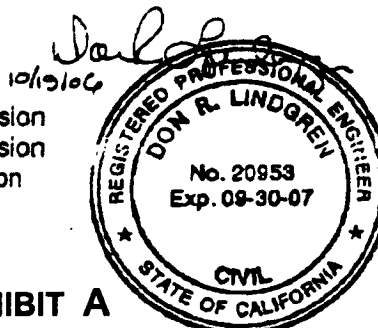


EXHIBIT A

TOTAL	\$1,030,928
SAY,	\$1,030,930

BM:JMM

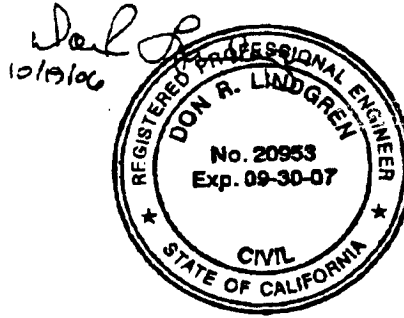


EXHIBIT B

CONSTRUCTION COST ESTIMATE

Wet Utilities required in conjunction with the Alamitos Ridge residential development at 2800 Obispo Avenue, Case No. 0208-18, Tract 52702.

SCHEDULE A-3 STORM DRAIN – OFF-TRACT

1.	Sawcut, Remove And Replace Existing Pavement	\$33,352
2.	30" RCP SD, 2250 D-Load	\$43,500
3.	30" RCP SD, 1750 D-Load	\$45,936
4.	30" RCP SD, 1500 D-Load	\$45,936
5.	Manhole Per APWA Standard Plan 320-1, With 1st Raise	\$4,550
6.	Manhole Per APWA Standard Plan 320-1, D<12', With 1st Raise	\$12,400
7.	Join Existing 57" Storm Drain	\$4,000
8.	Raise Manholes To Finish Grade	\$1,350
9.	Traffic Control	<u>\$7,750</u>
	SUBTOTAL	\$198,774

SCHEDULE A-3 STORM DRAIN – IN-TRACT PHASE 1

1.	30" RCP SD, 2500 D-Load	\$16,530
2.	30" RCP SD, 2200 D-Load	\$2,610
3.	24" RCP SD, 2500 D-Load	\$41,580
4.	24" RCP SD, 2250 D-Load	\$7,280
5.	24" RCP SD, 1750 D-Load	\$14,000
6.	18" RCP SD, 2500 D-Load	\$7,680
7.	18" RCP SD, 2250 D-Load	\$7,080
8.	Catch Basin, W=3.5' With Local Depression	\$19,720
9.	Concrete Collar, 24"	\$2,380
10.	Concrete Collar, 18"	\$550
11.	Manhole Per APWA Standard Plan 321-1, D<12', With 1 st Raise	\$4,550
12.	Manhole Per APWA Standard Plan 321-1, D=12' – 16', With 1st Raise	\$10,400
13.	Stencil "No Dumping – Drains To Ocean" Per CLB Standard Plan 636	\$1,160
14.	Raise Manholes To Finish Grade	\$1,350
15.	Traffic Control	<u>\$7,750</u>
	SUBTOTAL	\$144,600

SCHEDULE A-3 STORM DRAIN – IN-TRACT PHASE 2

1.	30" RCP SD, 1750 D-Load	\$23,664
2.	24" RCP SD, 2500 D-Load	\$1,260
3.	24" RCP SD, 2250 D-Load	\$36,620
4.	24" RCP SD, 1500 D-Load	\$12,180
5.	18" RCP SD, 2000 D-Load	\$13,680
6.	18" RCP SD, 1750 D-Load	\$4,080
7.	18" RCP SD, 2250 D-Load	\$2,040
8.	Catch Basin, W=7.0' With Local Depression	\$11,800
9.	Catch Basin, W=3.5' With Local Depression	\$4,650
10.	Catch Basin, W=3' With Local Depression	\$9,300

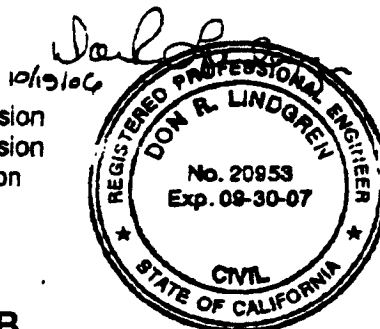
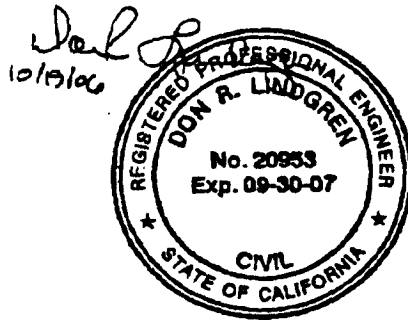


EXHIBIT B

TOTAL	\$1,030,928
SAY,	\$1,030,930

BM:JMM



STATE OF CALIFORNIA
COUNTY OF ORANGE }§

On 11/19/10, before me Cheryl Kelly, 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 Cheryl Kelly

(This area for official notarial seal)

**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.

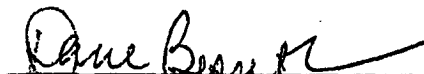
This Written Consent may be executed in counterparts, and all counterparts executed shall constitute one Written Consent. A facsimile or PDF of a signature to this Written Consent shall be deemed as valid as an original signature thereto.

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

DIRECTORS:



Mark Sustana



Diane Bessette

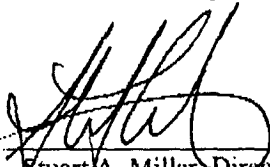
**WRITTEN CONSENT TO CORPORATE ACTION
BY BOARD OF DIRECTORS OF
LENNAR HOMES OF CALIFORNIA, INC.**

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

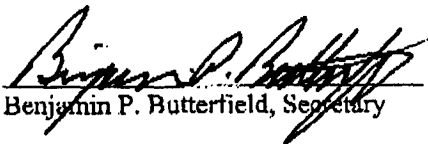


Allan J. Pckor, Director



Diane Bessette, Director

CONSTITUTING ALL OF THE DIRECTORS



Benjamin P. Butterfield, Secretary

BOND FOR FAITHFUL PERFORMANCE

Storm Drain Improvements

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 December 15, 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, executed in 2006;

NOW, THEREFORE, we the **PRINCIPAL** and Hartford Fire Insurance Company, as Surety, a corporation organized and existing under the laws of the State of Connecticut, 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 One Million Thirty thousand Nine hundred thirty dollars (\$1,030,930) 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 18th day of November, 2010.

Lennar Homes of California, Inc.,
a California corporation

BY: _____

PRINCIPAL

John Baayoun
Vice President

BY: _____

PRINCIPAL

Hartford Fire Insurance Company

BY: _____

SURETY

Linda Enright, Attorney-In-Fact

Approved as to form this 1st day of December, 2010.

ROBERT E. SHANNON, City Attorney

BY: _____

DEPUTY

Approved as to sufficiency this 24th day of November, 2010.

BY: _____

DIRECTOR OF PUBLIC WORKS

BP:bp
Bond For Faithful Performance storm drain- Lennar.doc

STATE OF CALIFORNIA
COUNTY OF ORANGE }§

On 11/19/10, before me Cheryl Kelly, Notary Public personally appeared

John Baayun

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 Cheryl Kelly

(This area for official notarial seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

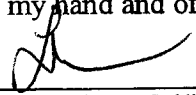
On 11/18/2010 before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Linda Enright

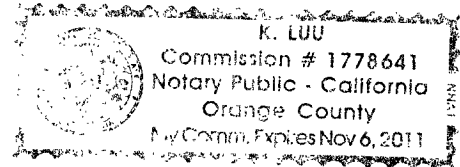
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.


Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BOND FOR LABOR AND MATERIALS

Storm Drain Improvements

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 December 15, 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 Alamos Ridge, LLC, a California limited liability company, executed in 2006, **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 Hartford Fire Insurance Company, as Surety, a corporation organized and existing under the laws of the State of Connecticut, 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 Alamos Ridge, LLC, a California limited liability company, in the sum of Five hundred Fifteen thousand Four hundred sixty five dollars (\$515,465) 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.

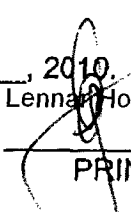
The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration 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.

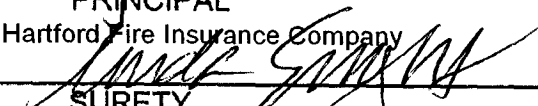
The Surety hereby stipulates and agrees that no change, extension of time alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond and it does hereby waive notice of 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 18th day of November, 2010

Lennar Homes of California, Inc., a California corporation

BY:  _____
PRINCIPAL **John Booyoun**
Vice President

BY: _____
PRINCIPAL

Hartford Fire Insurance Company
BY:  _____
SURETY

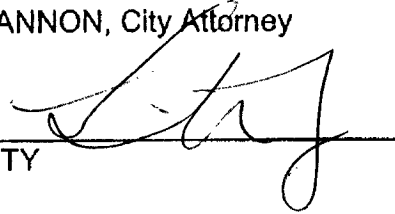
Linda Enright, Attorney-In-Fact

Approved as to form this 15th day of December, 2010.

ROBERT E. SHANNON, City Attorney

BY: _____

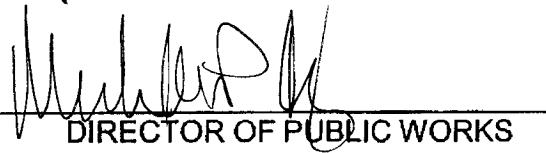
DEPUTY



Approved as to sufficiency this 24th day of November, 2010.

BY: _____

DIRECTOR OF PUBLIC WORKS



BP:bp
Storm drain Improvements Bonds – Lennar.doc

STATE OF CALIFORNIA
COUNTY OF ORANGE }§

On 11/19/10, before me Cheryl Kelly, 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 Cheryl Kelly

(This area for official notarial seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 11/18/2010 before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Linda Enright

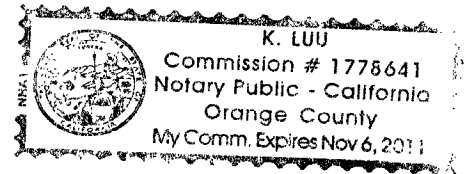
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.


Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-180314

KNOW ALL PERSONS BY THESE PRESENTS THAT:

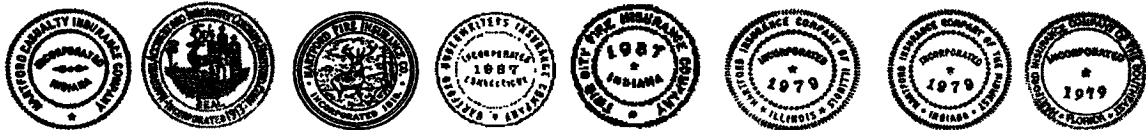
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*Mike Parizino, Linda Enright, Jeri Apodaca, Rhonda C. Abel, Jane Kepner, Nanette Mariella-Myers,
James A. Schaller, Rosa E. Rivas, Ashley K. Ward, Grace Reza*
of
Irvine, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }
 } ss. Hartford
COUNTY OF HARTFORD }

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of
Signed and sealed at the City of Hartford.

NOV 18 2010



Gary W. Stumper

Gary W. Stumper, Assistant Vice President