

44  
8/28

**AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS**  
**FOR CLASS 1 SUBDIVISION**  
**BETWEEN COUNTY AND OWNER**

**THIS AGREEMENT**, made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **RIDGEVIEW HOMES WEST, LLC**, a limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 11419 Sunrise Gold Circle #6, Rancho Cordova, California 95742 (hereinafter referred to as "Owner"); concerning **RIDGEVIEW VILLAGE ESTATES UNIT 3** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 28<sup>th</sup> day of AUGUST, 2007.

**RECITALS**

Owner is vested with fee title to Subdivision; a tract of land located in the County of El Dorado, State of California, and described as **Ridgeview Village Estates Unit 3, TM 84-0196**. Owner desires to construct on said property certain public improvements as hereinafter described, in connection with the Subdivision.

In consideration for the complete construction and dedication of all the public improvements specified in this Agreement, the approval and acceptance by County's Board of Supervisors, and the Final Map to be filed and recorded, the parties agree as follows:

**AGREEMENT**

**OWNER WILL:**

1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled **Improvement Plans for: Ridgeview Village Estates Unit 3** which were approved by the County Engineer, Department of Transportation, on December 2, 2004. Attached hereto are Exhibit A, marked "Schedule of Street and Miscellaneous Improvements;" Exhibit B, marked "Schedule of Water Improvements;" Exhibit C, marked "Schedule of Sewer Improvements;" and Exhibit D, marked "Schedule of Underground Power And Telephone Improvements;" all of which Exhibits are incorporated herein and made by reference a part hereof. The Exhibits describe quantities, units and costs associated with the improvements to be made.

2. Prior to commencing construction, obtain all necessary environmental clearances, acquire any necessary right-of-way and obtain any necessary permits from any outside agencies.

3. Complete the Subdivision improvements contemplated under this Agreement within two (2) years from the date that the Subdivision Final Map is filed with the El Dorado County Board of Supervisors.

4. Install or cause to be installed, modify or cause to be modified, any and all erosion and sediment control features, whether temporary or permanent, deemed necessary by the County Engineer to ensure compliance with the Clean Water Act, the Statewide General Permit, and County's, Grading, Erosion and Sediment Control Ordinances. Failure to comply with this provision shall constitute a material breach of this Agreement.

5. Post security acceptable to County as provided in Section 16.16.050 of the Code. In the event that the Sureties issuing the posted securities are subsequently downgraded to a rating unacceptable to County in its sole discretion, Owner shall, upon twenty (20) days written notice by County, post replacement securities that are acceptable to County.

6. Provide for and pay the costs of related civil engineering services, including the costs of inspection and utility relocation when required, and attorneys' fees, costs, and expenses of legal services.

7. Provide deposit for and pay to County all costs of construction oversight, inspection, administration and acceptance of the work by County in accordance with the County Engineer Fee Schedule adopted by Resolution of the Board of Supervisors of El Dorado County.

8. Have as-built plans prepared by a civil engineer acceptable to County's Department of Transportation and filed with the Department of Transportation as provided in Section 16.16.060 of the Code.

9. Repair at Owner's sole cost and expense, any defects, in workmanship or materials, which appear in the work within one (1) year following acceptance of the work by County.

10. To the fullest extent allowed by law, defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any other economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's work, design, operation, construction of the improvements, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Owner, any Contractor(s), Subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Owner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This duty to indemnity is separate and apart from any insurance requirements and shall not be limited thereto.

11. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall also include a requirement that Owner furnish insurance and bonds that comply with the standard County insurance and bonding requirements in the amounts stated, to be approved by the County's Risk Management Division.

12. Provide continuous, sufficient access to Owner's successors and assigns, including but not limited to its Surety and Surety's agents, to the Subdivision to enable the public improvements to be constructed and completed. Access shall be continuous until completion of said public improvements, and release by County of the security underlying this Agreement.

13. Agree that said agreement to provide continuous, sufficient access is irrevocable and shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, assigns and personal representatives of Owner.

**COUNTY WILL:**

14. Upon execution of this Agreement and receipt of good and sufficient security as required by Section 16.16.050 of the Code, and upon compliance with all requirements of law, including all County ordinances, approve the Final Map of the Subdivision.

15. Upon receipt of a Certificate from County's Director of Transportation stating that a portion of the public improvements agreed to be performed herein has been completed, describing generally the work so completed and the estimated total cost of completing the remainder of the public improvements agreed upon to be performed herein, accept new security as provided in Section 16.16.040 of the Code.

16. Release the security posted in accordance with Sections 16.16.040 and 16.16.052 of the Code.

17. Require Owner to make such alterations, deviations, additions to, or deletions from, the improvements shown and described on the plans, specifications, and cost estimates as may be deemed by County's Director of Transportation to be necessary or advisable for the proper completion or construction of the whole work contemplated.

18. Require Owner to maintain, and to make such alterations, deviations, additions to, or deletions from, the project erosion control features shown and described on the plans, specifications and cost estimates and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed by County's Director of Transportation to be necessary or advisable for compliance with the Clean Water Act, Statewide General Permit requirements and County's Grading, Erosion and Sediment Control Ordinances.

19. Upon completion of the public improvements agreed to be performed herein, adopt a resolution accepting or rejecting the streets of said Subdivision into County's road system for maintenance.

20. Retain a portion of the security posted in the amount of ten percent (10%) of the estimated cost of all of the improvements for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.

21. Require Owner to pay County for costs, expenses and reasonable attorneys' fees to be paid by Owner should County be required to commence an action to enforce the provisions of this Agreement, to enforce the security obligations provided herein, and all attorneys' fees, costs, and expenses of litigation incurred by County even if Owner subsequently proceeds to complete the work.

**ADDITIONAL PROVISIONS:**

22. The estimated cost of installing all of the improvements is **NINE HUNDRED THREE THOUSAND SIX HUNDRED DOLLARS AND SIXTEEN CENTS (\$903,600.16).**

23. Owner shall conform to and abide by all Federal, State and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to the improvement plans and specifications and cost estimates, is to be construed to permit work not conforming to these codes.

24. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating that the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination or all of these acts, shall not relieve Owner of its obligation to fulfill this Agreement as prescribed; nor shall County be stopped from bringing any action for damages arising from the failure to comply with any terms and conditions hereof.

25. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

26. Neither this Agreement, nor any part thereof may be assigned by Owner without the express written approval of County.

27. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County of El Dorado  
Department Of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn.: James W. Ware,  
Deputy Director, Transportation  
Planning and Land Development

County of El Dorado  
Department Of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
Attn.: Tim C. Prudhel,  
Contract Services Officer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

Ridgeview Homes West, LLC  
11419 Sunrise Gold Circle #6  
Rancho Cordova, California 95742  
Attn.: Thomas A. Reid,  
Manager

or to such other location as Owner directs.

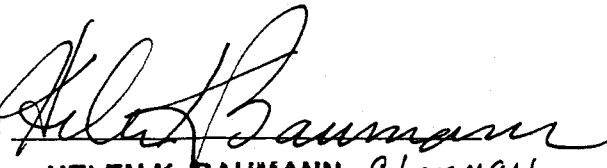
28. The County officer or employee with responsibility for administering this Agreement is James W. Ware, Deputy Director, Transportation Planning and Land Development, Department of Transportation, or successor.

29. Any action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

30. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

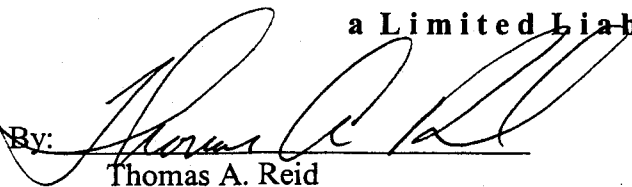
--COUNTY OF EL DORADO--

By:  Dated: 8/28/07  
**HELEN K. BAUMANN, Chairman**  
Board of Supervisors  
"County"

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By:  Dated: 8/28/07  
Deputy Clerk

-- RIDGEVIEW HOMES WEST, LLC --  
a Limited Liability Company

By:  Dated: 8/29/07  
Thomas A. Reid  
Manager  
"Owner"

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

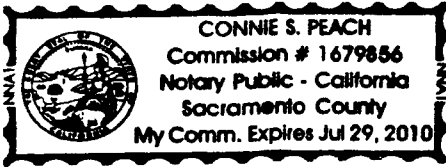
State of California

County of Sacramento

On 6/29/07 before me, Connie S. Peach, notary public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Thomas A. Reid  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Connie S. Peach  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

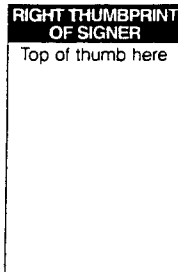
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

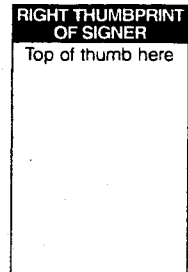
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

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



Signer Is Representing: \_\_\_\_\_

**Exhibit A**

**SCHEDULE OF STREET & MISCELLANEOUS IMPROVEMENTS**

Owner agrees to improve all streets and roads for dedication upon the final map of the **Ridgeview Village Estates Unit 3** Subdivision as required by the El Dorado County Subdivision in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Street & Miscellaneous Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Clear and Grub	3.5	ac	\$5,080.00	\$17,780.00
Excavation	9,680	cy	5.10	49,368.00
3" AC	27,616	sf	2.05	56,612.80
8" AB	27,616	sf	2.75	75,944.00
Type 2 Vertical Curb and Gutter	1,650	lf	30.50	50,325.00
2" AC/6" AB Driveway	4,500	sf	2.58	11,610.00
Sewer Access Road - 6" AB Type II	4,750	sf	1.20	5,700.00
AC Dike	937	lf	12.00	11,244.00
Sidewalk	3,524	sf	6.10	21,496.40
Driveway	85	sy	30.00	2,550.00
Retaining Walls	1,000	sf	25.40	25,400.00
12" Storm Drain	37	lf	35.60	1,317.20
18" Storm Drain	98	lf	55.90	5,478.20
24" Storm Drain	246	lf	61.00	15,006.00
30" Storm Drain	32	lf	66.05	2,113.60
18" F.E.S.	2	ea	889.00	1,778.00
24" F.E.S.	5	ea	1,016.00	5,080.00
30" F.E.S.	1	ea	1,200.00	1,200.00
Type B DI	6	ea	1,016.00	6,096.00
Standard Plan 115A DI	1	Ea	3,000.00	3,000.00
Rock Lined Ditch	177	Lf	25.00	4,425.00
PCC Lined Ditch	931	Lf	19.00	17,689.00
T.V. Storm Drain	421	lf	2.05	863.05
				\$392,076.25
SWPPP Compliance / Dust Control		6%		23,524.58
<b>Subtotal Street &amp; Misc. Improvements</b>				<b>\$415,600.83</b>



<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Project Administration		2%		\$8,312.02
Engineering and Staking		5%		\$20,780.04
Contingency		15%		\$62,340.13
Inspection		4%		\$16,624.03
<b>Total Street &amp; Misc. Improvements</b>				<b>\$523,657.05</b>

**Exhibit B**

**SCHEDULE OF WATER IMPROVEMENTS**

Owner agrees to install the water supply and distribution system in the **Ridgeview Village Estates Unit 3** Subdivision as required by the El Dorado County Subdivision in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Water Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
10" Line Incl. Fittings	861	lf	\$50.80	\$43,738.80
10" Gate Valve	1	ea	1,016.00	1,016.00
Pressure Reducing Station	1	ea	35,560.00	35,560.00
Fire Hydrant	2	ea	2,540.00	5,080.00
2" BOV	1	ea	711.20	711.20
Services	11	ea	457.20	5,029.20
Connect to Existing Line	1	ls	\$1,800.00	1,800.00
<b>Subtotal Water Improvements</b>				\$92,935.20
Project Administration		2%		1,858.70
Engineering and Staking		5%		4,646.76
Contingency		15%		13,940.28
Inspection		4%		3,717.41
<b>Total Water Improvements</b>				\$117,098.35

Exhibit C

**SCHEDULE OF SEWER IMPROVEMENTS**

Owner agrees to install the sewer collection and disposal system in the **Ridgeview Village Estates Unit 3** Subdivision as required by the El Dorado County Subdivision in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Sewer Improvements:

Item Description	Quantity	Unit	Unit Cost	Total Cost
6" Line	1,579	lf	\$40.65	\$64,186.35
Std. 48" SS Manhole	5	ea	\$2,540.00	12,700.00
Extra for lining SS Manhole	1	ea	\$4,200.00	4,200.00
4" Sewer Service	19	ea	\$508.00	9,652.00
T.V. Sewers	1,579	lf	\$2.40	3,789.60
<b>Subtotal Sewer Improvements</b>				<b>\$94,527.95</b>
Project Administration		2%		1,890.56
Engineering and Staking		5%		4,726.40
Contingency		15%		14,179.19
Inspection		4%		3,781.12
<b>Total Sewer Improvements</b>				<b>\$119,105.22</b>

**Exhibit D**

**SCHEDULE OF UNDERGROUND POWER AND TELEPHONE IMPROVEMENTS**

Owner agrees to install the underground utility improvements in the **Ridgeview Village Estates Unit 3** Subdivision as required by the El Dorado County Subdivision in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Schedule of Underground Power and Telephone Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Mainline Trenching	825	lf	\$10.20	\$8,415.00
Conduit and Boxes	10	Lots	\$1,219.20	12,192.00
Wiring and Transformers	10	Lots	\$1,219.20	12,192.00
Utility Service	10	Lots	\$8,128.00	81,280.00
<b>Subtotal Power &amp; Telephone Improvements</b>				<b>\$114,079.00</b>
Project Administration		2%		2,281.58
Engineering and Staking		5%		5,703.95
Contingency		15%		17,111.85
Inspection		4%		4,563.16
<b>Total Power &amp; Telephone Improvements</b>				<b>\$143,739.54</b>

**CERTIFICATION OF PARTIAL COMPLETION OF SUBDIVISION  
IMPROVEMENTS**

I hereby certify that the following improvements in the **Ridgeview Village Estates Unit 3, TM 84-0196**, Subdivision have been completed, to wit:

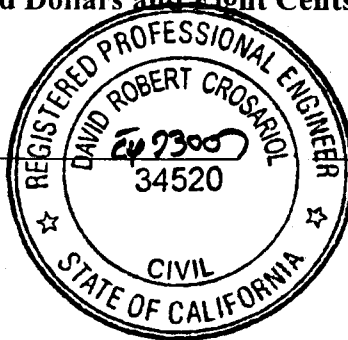
	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
Street Improvements	\$523,657.05	43%	\$298,484.52
Water Improvements	\$117,098.35	75%	\$29,274.59
Sewer Improvements	\$119,105.22	75%	\$29,776.31
Power/Telephone Improvements	\$143,739.54	0%	\$143,739.54
<b>Totals</b>	<b>\$903,600.16</b>		<b>\$501,274.96</b>

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **Five Hundred One Thousand Two Hundred Seventy-Four Dollars and Ninety-Six Cents (\$501,274.96)**.

The Performance Bond is for the amount of **Five Hundred One Thousand Two Hundred Seventy-Four Dollars and Ninety-Six Cents (\$501,274.96)**.

The Laborers and Materialmens Bond is for the amount of **Four Hundred Fifty-One Thousand Eight Hundred Dollars and Eight Cents (\$451,800.08)**.

DATED: 6-29-07



*[Signature]*  
 David R. Crosariol, RCE 34520  
 Cooper Thorne & Associates, Inc.  
 3233 Monier Circle  
 Rancho Cordova, CA 95742

**ACCEPTED BY THE COUNTY OF EL DORADO**

DATED: 7/3/07

*[Signature]*  
 Richard W. Shepard, P.E.  
 Director of Transportation

**PERFORMANCE BOND AGREEMENT FORM**

Whereas, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and **RIDGEVIEW HOMES WEST, LLC** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated August 28, 2007, and identified as project **Ridgeview Village Estates Unit 3, TM 84-0196** is hereby referred to and made 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 Insurance Company of the West, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of **Five Hundred One Thousand Two Hundred Seventy-Four Dollars and Ninety-Six Cents (\$501,274.96)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of El Dorado, its officers, agents

Performance Bond (continued)

and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

This guarantee shall insure the County of El Dorado during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado 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 performed thereunder or 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.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on July 2, \_\_\_\_\_, 2007.

**"Surety"**

Insurance Company of the West

By Stanley J. Matranga

Stanley J. Matranga, Attorney-in-Fact  
Print Name

**"Principal"**

**RIDGEVIEW HOMES WEST, LLC**  
**a Limited Liability Company**

By Thomas A. Reid

Thomas A. Reid, Manager  
11419 Sunrise Gold Circle #6  
Rancho Cordova, California 95742

**NOTARIES ATTACHED**

ICW GROUP  
Power of Attorney  
Insurance Company of the West  
Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

STANLEY J. MATRANGA, SHARON L. MATRANGA

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 1st day of November, 2005.



INSURANCE COMPANY OF THE WEST  
EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY COMPANY

Jeffrey D. Sweeney, Assistant Secretary

John L. Hannum, Executive Vice President

State of California }  
County of San Diego } ss.

On June 5, 2006 before me, Mary Cobb, Notary Public, personally appeared John L. Hannum and Jeffrey D. Sweeney, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 2nd day of July, 2007.

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.



**ACKNOWLEDGMENT**

State of California  
County of Sacramento

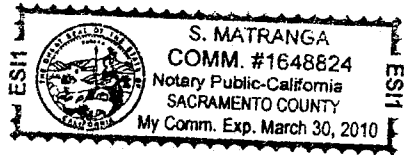
On July 2, 2007 before me, S. Matranga, Notary Public,  
(here insert name and title of the officer)

personally appeared Stanley J. Matranga

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 S. Matranga



(Seal)

**ACKNOWLEDGMENT**

State of California  
County of Sacramento

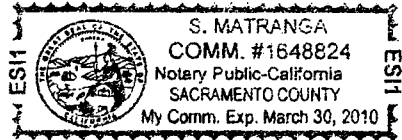
On July 2, 2007 before me, S. Matranga, Notary Public,  
(here insert name and title of the officer)

personally appeared Thomas A. Reid

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 S. Matranga



(Seal)

Bond No. 2206581  
Premium \$10,519.00

**LABORERS AND MATERIALMENS BOND FORM**

Whereas, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and **RIDGEVIEW HOMES WEST, LLC** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated August 28, 2007, 20\_\_\_\_, and identified as project **Ridgeview Village Estates Unit 3, TM 84-0196** is hereby referred to and made part hereof; and

Whereas, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of El Dorado 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, we, the Principal and Insurance Company of the West (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **Four Hundred Fifty-One Thousand Eight Hundred Dollars and Eight Cents (\$451,800.08)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

***Laborers and Materialmens Bond (continued)***

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner effect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on July 2, 20 07.

**“Surety”**

Insurance Company of the West

By



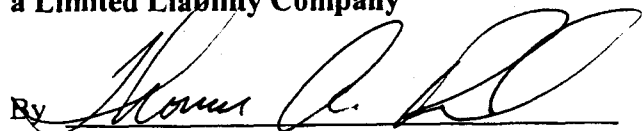
Stanley J. Matranga, Attorney-in-Fact

Print Name

**“Principal”**

**RIDGEVIEW HOMES WEST, LLC  
a Limited Liability Company**

By



Thomas A. Reid, Manager

11419 Sunrise Gold Circle #6

Rancho Cordova, California 95742

**NOTARIES ATTACHED**

ICW GROUP  
Power of Attorney  
Insurance Company of the West  
Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

STANLEY J. MATRANGA, SHARON L. MATRANGA

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 1st day of November, 2005.



INSURANCE COMPANY OF THE WEST  
EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY COMPANY

Jeffrey D. Sweeney, Assistant Secretary

John L. Hannum, Executive Vice President

State of California }  
County of San Diego } ss.

On June 5, 2006 before me, Mary Cobb, Notary Public, personally appeared John L. Hannum and Jeffrey D. Sweeney, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 2nd day of July, 2007

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

**ACKNOWLEDGMENT**

State of California  
County of Sacramento

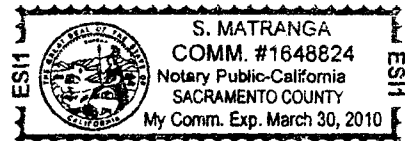
On July 2, 2007 before me, S. Matranga, Notary Public,  
(here insert name and title of the officer)

personally appeared Stanley J. Matranga

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 S. Matranga



(Seal)

**ACKNOWLEDGMENT**

State of California  
County of Sacramento

On July 2, 2007 before me, S. Matranga, Notary Public  
(here insert name and title of the officer)

personally appeared Thomas A. Reid

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 S. Matranga



(Seal)