

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

**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 **MW HOUSING PARTNERS III**, a limited partnership, duly qualified to conduct business in the State of California, whose principal place of business is 1301 Fifth Avenue, #3100, Seattle, Washington 98101 (hereinafter referred to as "Owner"); and **LENNAR COMMUNITIES, INC.**, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 24800 Chrisanta Drive, Mission Viejo, California 92691, and whose local office address is 1075 Creekside Ridge Drive, Suite 110, Roseville, California 95678-1936 (hereinafter referred to as "Subdivider"), concerning **WEST VALLEY VILLAGE, UNIT NO. 1A** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 12<sup>th</sup> day of December, 2006.

**RECITALS**

Owner is vested with fee title to the Subdivision, a tract of land located in the County of El Dorado, State of California, and described as **West Valley Village, Unit 1A, TM 99-13591A**. Owner desires Subdivider 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**

**SUBDIVIDER 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 **West Valley Village, Unit No. 1A** which were approved by the Director of Transportation, Department of Transportation, on January 30, 2006. Attached hereto are Exhibit A, marked "Schedule of Street Improvements;" Exhibit B, marked "Schedule of Water Improvements;" Exhibit C, marked "Schedule of Sewer Improvements;" Exhibit D, marked "Schedule of Recycled Water Improvements," and Exhibit E, marked "Schedule of Underground Power And Telephone Improvements;" all of which 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 County's 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, Subdivider shall, upon twenty (20) days written notice by County, post replacement securities issued by Sureties 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 cover 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 County's Board of Supervisors.
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 Subdivider'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 Subdivider's work, 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, Subdivider, 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 Subdivider to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

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

**OWNER WILL:**

11. Enter into another agreement with County for all road improvements to be performed on County property. Such agreement shall 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 County's Risk Management Division.

12. Consent to the subject improvements and provide continuous, sufficient access to County, Subdivider, Owner, its 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.

14. 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, 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, Subdivider, 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 indemnify is separate and apart from any insurance requirements and shall not be limited thereto.

**COUNTY WILL:**

15. 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.

16. 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.

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

18. Require Owner and/or Subdivider 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.

19. Require Owner and/or Subdivider 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 estimate and the Storm Water Pollution Prevention Plan (SWPPP) as may be deemed necessary 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.

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

21. 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 the County to secure the repair of any hidden defects in workmanship or materials which may appear.

22. Require Owner and Subdivider to pay County for costs, expenses and reasonable attorneys' fees 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 or Subdivider subsequently proceeds to complete the work.

**ADDITIONAL PROVISIONS:**

23. The estimated cost of installing all of the improvements is **FOUR MILLION FIVE HUNDRED FORTY-FIVE THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS AND 25/100 (\$4,545,167.25).**

24. Subdivider and 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 applicable 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.

25. Development of lots within the subdivision will be partially restricted to coincide with the progress of the construction of the internal collector roads as shown in the plans titled "Plans for the Improvement and Grading of West Valley Collector Roads," approved by the Director of Transportation (Director) on January 31, 2006, which are the subject of a separate Road Improvement Agreement (RIA) between the County and West Valley LLC, which is incorporated by reference herein. The restriction is as follows:

No occupancy shall be permitted in any structure until sufficient road and signal improvements, as determined by the Director, are constructed to provide safe and unrestricted access to the individual properties. This subdivision and Subdivision Improvement Agreement will not be deemed complete by the County unless and until all the RIA Improvements, as shown on the plans listed above, have been substantially completed, as determined by the Director, and accepted by the County Board of Supervisors.

26. Inspection of the work and/or materials or statements by any officer, agent, or employee of County indicating 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 or Subdivider of their respective obligations 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.

27. 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.

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

29. 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 Prudhel,  
Contract Services Officer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

MW Housing Partners III, a CA LP  
1301 Fifth Avenue #3100  
Seattle, Washington 98101  
Attn: Edwin Stephens

or to such other location as Owner directs.

Notices to Subdivider shall be addressed as follows:

Lennar Communities, Inc.  
1075 Creekside Ridge Drive, Suite 110  
Roseville, California 95678-1936  
Attn.: Larry Gualco, Vice President

or to such other location as Subdivider directs.

30. 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.

31. 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.

32. 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: James R. Sweeney Dated: 12/12/06  
Board of Supervisors  
"County" **JAMES R. SWEENEY**

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By: Nathaniel Tyler Dated: 12/12/06  
Deputy Clerk

--MW HOUSING PARTNERS III, L.P.--  
a California limited partnership

By: MW Housing Management III, LLC  
a California limited liability Company  
Its General Partner

By: WRI CP Investments III LLC  
a Washington limited liability company  
Its Co-Manager

By: Weyerhaeuser Realty Investors, Inc.  
a Washington corporation  
Its Manager

By: David Brentlinger Date: 11-16-06  
(Name) David Brentlinger  
(Title) Senior Vice President  
"Owner"

By: Tedi Yasuda Date: 11-16-06  
(Name) Tedi Yasuda  
Corporate Secretary

--LENNAR COMMUNITIES, INC.--  
a California corporation

①  
lp

By:



Larry Gualco  
Vice President  
"Subdivider"

Date:

11/15/10

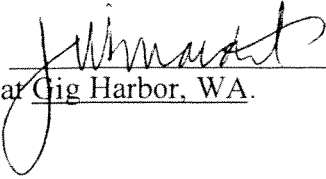


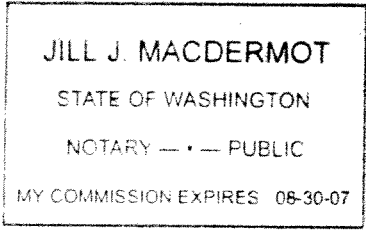
**ACKNOWLEDGEMENT**

State of Washington            )  
  ) ss.  
County of King                 )

On this 16th day of November 2006, before me, Jill MacDermot, a notary public for the State of Washington personally appeared David Brentlinger, Senior Vice President & Tedi Yasuda, Corporate Secretary, 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 persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature   
Residing at Gig Harbor, WA.

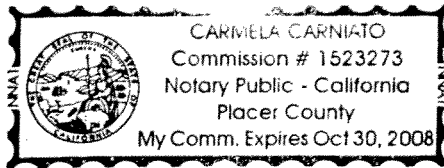


**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Placer } ss.

On 11-15-06 before me, Carmela Carniato  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Larry Gualco  
Name(s) of Signer(s)

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



to be the person(x) whose name(x) is/--- 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(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

WITNESS my hand and official seal.

Carmela Carniato  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

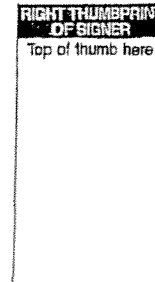
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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 IMPROVEMENTS**

Owner and Subdivider agree to improve all streets and roads for dedication upon the final map of **West Valley Village, Unit No. 1A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the Director of Transportation, and as set forth in the following Schedule of Street Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
3" AC	134,647	sf	\$1.30	\$175,041.10
8" AB	134,647	sf	\$1.50	\$201,970.50
Type 1 Rolled Curb & Gutter	8,970	lf	\$15.00	\$134,550.00
Type 2 Vert. Curb & Gutter	622	lf	\$18.00	\$11,196.00
CalTrans A1-150 Curb	314	lf	\$12.00	\$3,768.00
Sidewalk	41,995	sf	\$5.00	\$209,975.00
Extra for Handicapped Ramp	27	ea	\$1,000.00	\$27,000.00
Barricade w/Gate	6	ea	\$2,500.00	\$15,000.00
Barricade - Minor Street	2	ea	\$1,000.00	\$2,000.00
Stop Sign with Marking	3	ea	\$2,500.00	\$7,500.00
Street Sign	9	ea	\$500.00	\$4,500.00
12" Storm Drain	322	lf	\$40.00	\$12,880.00
18" Storm Drain	2,050	lf	\$50.00	\$102,500.00
24" Storm Drain	730	lf	\$65.00	\$47,450.00
36" Storm Drain	182	lf	\$75.00	\$13,650.00
18" F.E.S.	1	ea	\$500.00	\$500.00
24" F.E.S.	1	ea	\$600.00	\$600.00
36" F.E.S.	1	ea	\$1,000.00	\$1,000.00
C.P. Model 4A D.I.	1	ea	\$2,000.00	\$2,000.00
C.P. Model 4A D.I. w/ Reinforcement	12	ea	\$2,300.00	\$27,600.00
C.P. Model 4A D.I. w/ 48" Manhole Base	10	ea	\$4,000.00	\$40,000.00
48" Manhole	8	ea	\$3,500.00	\$28,000.00
48" Manhole w/ eccentric cone	4	ea	\$3,700.00	\$14,800.00
Connect to E Drain Line	1	ea	\$500.00	\$500.00
T.V. Storm Drains	3,284	lf	\$2.00	\$6,568.00
RSP Backing #1	57	cy	\$100.00	\$5,700.00
<b>Subtotal Street Improvements</b>				<b>\$1,096,248.60</b>

Project Administration		2%	\$21,924.97
Engineering & Staking		5%	\$54,812.43
Contingency		15%	\$164,437.29
Inspection		4%	\$43,849.94
<b>Total Street Improvements</b>			<b>\$1,381,273.23</b>

**Exhibit B**

**SCHEDULE OF WATER IMPROVEMENTS**

Owner and Subdivider agree to install the water supply and distribution system for the **West Valley Village, Unit No. 1A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the Director of Transportation, and as set forth in the following Schedule of Water Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
8" Line Incl. Fittings	5,208	lf	\$40.00	\$208,320.00
8" Gate Valve	27	ea	\$900.00	\$24,300.00
Fire Hydrant Assembly	11	ea	\$2,500.00	\$27,500.00
1" ARV	10	ea	\$1,200.00	\$12,000.00
2" BOV	13	ea	\$1,000.00	\$13,000.00
Service	106	ea	\$900.00	\$95,400.00
Connect to E Water Line	2	ea	\$1,500.00	\$3,000.00
<b>Subtotal Water Improvements</b>				<b>\$383,520.00</b>
Project Administration		2%		\$7,670.40
Engineering & Staking		5%		\$19,176.00
Contingency		15%		\$57,528.00
Inspection		4%		\$15,340.80
<b>Total Water Improvements</b>				<b>\$483,235.20</b>

**Exhibit C**

**SCHEDULE OF SEWER IMPROVEMENTS**

Owner and Subdivider agree to install the sewer collection and disposal system for the **West Valley Village, Unit No. 1A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the Director of Transportation, and as set forth in the following Schedule of Sewer Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
6"line (SDR-26) - sewer	624	lf	\$45.00	\$28,080.00
6"line (SDR-35) - sewer	4,567	lf	\$45.00	\$205,515.00
Std. 48" SS Manhole	15	ea	\$3,100.00	\$46,500.00
Std. 48" SS Manhole w/ lining	7	ea	\$6,600.00	\$46,200.00
Std. 60" SS Manhole	1	ea	\$8,000.00	\$8,000.00
Std. 60" SS Manhole w/ lining	2	ea	\$12,500.00	\$25,000.00
Gravity Service (including 11 off-site services)	120	ea	\$1,250.00	\$150,000.00
Backwater Valves	61	ea	\$700.00	\$42,700.00
Cleanout	2	ea	\$500.00	\$1,000.00
Connect to E Sewer Line	2	ea	\$3,000.00	\$6,000.00
T.V. Sewers	5,191	lf	\$2.00	\$10,382.00
<b>Subtotal Sewer Improvements</b>				<b>\$569,377.00</b>
Project Administration		2%		\$11,387.54
Engineering & Staking		5%		\$28,468.85
Contingency		15%		\$85,406.55
Inspection		4%		\$22,775.08
<b>Total Sewer Improvements</b>				<b>\$717,415.02</b>

**Exhibit D**

**SCHEDULE OF RECYCLED WATER IMPROVEMENTS**

Owner and Subdivider agree to install the recycled water supply and distribution system in the West Valley Village, Unit No. 1A Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the Director of Transportation, and as set forth in the following Schedule of Recycled Water Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
6" Line Incl. Fittings	5,009	lf	\$35.00	\$176,330.00
6" Gate Valve	18	ea	\$800.00	\$21,600.00
1" ARV	9	ea	\$1,200.00	\$10,800.00
2" BOV	15	ea	\$1,000.00	\$15,000.00
Service	108	ea	\$900.00	\$95,400.00
Connect to E Recycled Water Line	2	ea	\$1,500.00	\$3,000.00
<b>Subtotal Recycled Water Improvements</b>				<b>\$322,130.00</b>
Project Administration		2%		\$6,442.60
Engineering & Staking		5%		\$16,106.50
Contingency		15%		\$48,319.50
Inspection		4%		\$12,885.20
<b>Total Recycled Water Improvements</b>				<b>\$405,883.80</b>

**Exhibit E**

**SCHEDULE OF UNDERGROUND POWER AND TELEPHONE IMPROVEMENTS**

Owner and Subdivider agree to install the underground utility improvements in the **West Valley Village, Unit No. 1A** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the Director of Transportation, and as set forth in the following Schedule of Underground Power and Telephone Improvements:

<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Mainline Trenching	103	Lots	\$1,600.00	\$164,800.00
Conduit & Boxes	103	Lots	\$1,200.00	\$123,600.00
Wiring and Transformers	103	Lots	\$1,200.00	\$123,600.00
Utility Service	103	Lots	\$8,000.00	\$824,000.00
<b>Subtotal Power &amp; Telephone Improvements</b>				<b>\$1,236,000.00</b>
Project Administration		2%		\$24,720.00
Engineering & Staking		5%		\$61,800.00
Contingency		15%		\$185,400.00
Inspection		4%		\$49,440.00
<b>Total Power &amp; Telephone Improvements</b>				<b>\$1,557,360.00</b>



**CERTIFICATION OF PARTIAL COMPLETION OF SUBDIVISION IMPROVEMENTS**

I hereby certify that the following improvements in the **West Valley Village, Unit 1A, TM 99-13591A**, Subdivision have been completed, to wit:

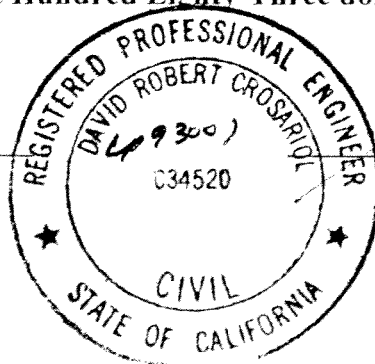
	<u>Total Amount</u>	<u>Percent Complete</u>	<u>Remaining Amount</u>
Street Improvements	\$1,381,273.23	0%	\$1,381,273.23
Water Improvements	\$483,235.20	0%	\$483,235.20
Sewer Improvements	\$717,415.02	0%	\$717,415.02
Recycled Water Improvements	\$405,883.80	0%	\$405,883.80
Power/Telephone Improvements	\$1,557,360.00	0%	\$1,557,360.00
<b>Totals</b>	<b>\$4,545,167.25</b>		<b>\$4,545,167.25</b>

I estimate the total cost of completing the remainder of the improvements, agreed to be performed by the Owner to be **Four Million Five Hundred Forty-Five Thousand One Hundred Sixty-Seven dollars and 25/100 (\$4,545,167.25)**.

The Performance Bond is for the amount of **Four Million Five Hundred Forty-Five Thousand One Hundred Sixty-Seven dollars and 25/100 (\$4,545,167.25)**.

The Laborers and Materialmens Bond is for the amount of **Two Million Two Hundred Seventy-Two Thousand Five Hundred Eighty-Three dollars and 63/100 (\$2,272,583.63)**.

DATED: 11-21-02



Subdivision Engineer  
 David R. Crosariol, RCE 34520  
 Cooper Thorne & Associates, Inc.  
 3233 Monier Circle, Suite 1  
 Rancho Cordova, Ca 95742

**ACCEPTED BY THE COUNTY OF EL DORADO**

DATED: \_\_\_\_\_

Richard W. Shepard, RCE 35439  
 Director of Transportation

## CERTIFICATE OF AUTHORITY

I, Sandra Leyva, the undersigned, do hereby certify that I am an Assistant Secretary of LENNAR COMMUNITIES, INC., a California corporation (the "Corporation"), which will do business in California as LENNAR COMMUNITIES, INC. and that, as of July 18, 2005, the Board of Directors of the Corporation by unanimous written consent duly adopted a resolution appointing Larry Gualco as Vice President of the Corporation.

I further certify that, as of July 18, 2005, the Board of Directors of the Corporation by unanimous written consent adopted a resolution in which Larry Gualco in his capacity as Vice President, was authorized, directed and empowered to execute any contracts or amendments to contracts, bonds and security instruments on behalf of the Corporation, and to affix its corporate seal thereto.

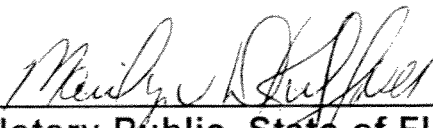
I do further certify that the above referenced resolutions have not been amended or revoked and are now in full force and effect.

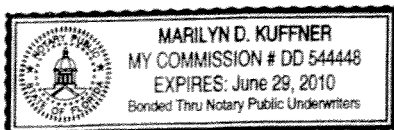
Dated this 17 day of November, 2006.

  
\_\_\_\_\_  
Sandra Leyva, Assistant Secretary

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 17 day of November, 2006, by Sandra Leyva, Assistant Secretary of LENNAR COMMUNITIES, INC., a California corporation, on behalf of the Corporation. She is personally known to me and did not take an oath.

  
\_\_\_\_\_  
Notary Public, State of Florida



Executed in Duplicate

R I D E R

To be attached to and form part of:

Bond Number 94-88-63  
dated 7/28/2006

issued by the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.  
in the amount of \$4,545,167.25 - Performance Bond Agreement Form

on behalf of LENNAR COMMUNITIES, INC.  
(Principal)

and in favor of COUNTY OF EL DORADO  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**Amending the Date of Agreement and Effective Date of bond to be:**

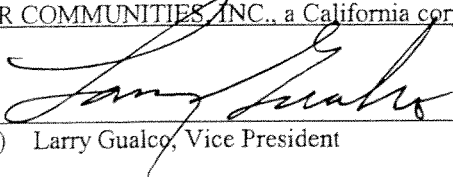
November 17, 2006

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 17th day of November, 2006.

Signed, Sealed & Dated this 17th day of November, 2006.

LENNAR COMMUNITIES, INC., a California corporation

By:   
(Principal) Larry Gualco, Vice President

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.  
(Surety)

By:   
Rosa E. Rivas, Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

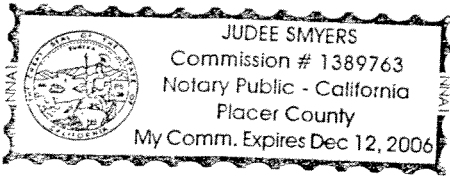
County of PLACER } SS.

On 11-16-06, before me, JUDEE SMYERS, NOTARY,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LARRY GUALLO,  
Name(s) of Signer(s)

personally known to me

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



WITNESS my hand and official seal.

Place Notary Seal Above

JUDEE SMYERS  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

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

**ACKNOWLEDGEMENT**

State of California  
County of Orange

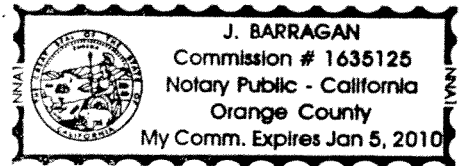
On November 17 2006 before me, J. Barragan, Notary Public  
(here insert name and title of the officer)

personally appeared Rosa E. Rivas

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 acknowledge 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 



(Seal)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 562

No. 05-B-01111

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Rhonda C. Abel, Jeri Apodaca, Jane Kepner, Nanette Myers, Mike Parizino, Rachelle Rheault, Rosa E. Rivas, James A. Schaller, of Irvine, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 19th day of September, 2006



Handwritten signature of Vincent P. Forte

Vincent P. Forte, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 19th day of September, 2006 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Handwritten signature of Juliana E. Hallenbeck

JULIANA E. HALLENBECK
NOTARY PUBLIC, STATE OF NEW YORK
No. 01HA6125671
QUALIFIED IN BRONX COUNTY
MY COMMISSION EXPIRES APRIL 18, 2009

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business:

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



this 17th day of November, 2006

Handwritten signature of Elizabeth M. Tuck

Elizabeth M. Tuck, Secretary

Executed in Duplicate

**R I D E R**

To be attached to and form part of:

Bond Number 94-88-63  
dated 7/28/2006

issued by the NATIONAL UNION FIRE INSURANCE COMPANY OF  
PITTSBURGH, PA.  
in the amount of 2,272,583.63 - Laborers and Materialmens Bond Form

on behalf of LENNAR COMMUNITIES, INC.  
(Principal)

and in favor of COUNTY OF EL DORADO  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**Amending the Date of Agreement and Effective Date of bond to be:**


November 17, 2006

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.


This Rider is to be Effective this 17th day of November, 2006.

Signed, Sealed & Dated this 17th day of November, 2006.

LENNAR COMMUNITIES, INC., a California corporation

By:   
(Principal) Larry Gualco, Vice President

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.  
(Surety)

By:   
Rosa E. Rivas, Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

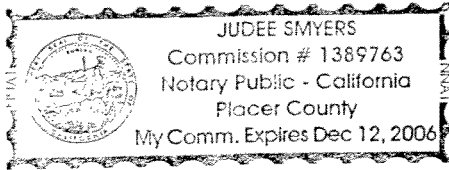
County of PLACER } ss.

On 11-16-06, before me, JUDEE SMYERS, NOTARY,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LARRY QUALLO,  
Name(s) of Signer(s)

personally known to me

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



WITNESS my hand and official seal.

Place Notary Seal Above

Judie Smyers  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**  
 Top of thumb here

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



**ACKNOWLEDGEMENT**

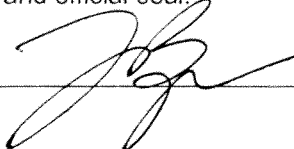
State of California  
County of Orange

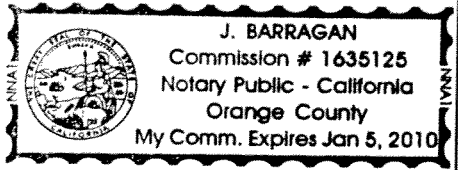
On November 17 2006 before me, J. Barragan, Notary Public  
(here insert name and title of the officer)

personally appeared Rosa E. Rivas

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 acknowledge 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 



(Seal)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

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

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

\_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

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

\_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 563

No. 05-B-01111

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Rhonda C. Abel, Jeri Apodaca, Jane Kepner, Nanette Myers, Mike Parizino, Rachele Rheault, Rosa E. Rivas, James A. Schaller, of Irvine, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents



this 19th day of September, 2006

[Signature of Vincent P. Forte]

Vincent P. Forte, Vice President

STATE OF NEW YORK )
COUNTY OF NEW YORK ) ss.

On this 19th day of September, 2006 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

[Signature of Juliana E. Hallenbeck]

JULIANA E. HALLENBECK
NOTARY PUBLIC, STATE OF NEW YORK
No. 01HA6125671
QUALIFIED IN BRONX COUNTY
MY COMMISSION EXPIRES APRIL 18, 2009

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



this 17th day of November, 2006

[Signature of Elizabeth M. Tuck]

Elizabeth M. Tuck, Secretary

**CERTIFICATE OF AUTHORITY**

I, Sandra Leyva, the undersigned, do hereby certify that I am an Assistant Secretary of LENNAR COMMUNITIES, INC., a California corporation (the "Corporation"), which will do business in California as LENNAR COMMUNITIES, INC. and that, as of July 18, 2005, the Board of Directors of the Corporation by unanimous written consent duly adopted a resolution appointing Larry Gualco as Vice President of the Corporation.

I further certify that, as of July 18, 2005, the Board of Directors of the Corporation by unanimous written consent adopted a resolution in which Larry Gualco in his capacity as Vice President, was authorized, directed and empowered to execute any contracts or amendments to contracts, bonds and security instruments on behalf of the Corporation, and to affix its corporate seal thereto.

I do further certify that the above referenced resolutions have not been amended or revoked and are now in full force and effect.

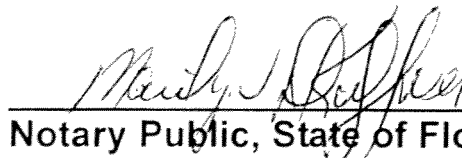
Dated this 17 day of November, 2006.

  
Sandra Leyva, Assistant Secretary

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Sworn to and subscribed before me this 17 day of November, 2006, by Sandra Leyva, Assistant Secretary of LENNAR COMMUNITIES, INC., a California corporation, on behalf of the Corporation. She is personally known to me and did not take an oath.

LENNAR COMMUNITIES  
RECEIVED  
NOV 20 2006

  
Notary Public, State of Florida

Bond No. 94-88-63  
Premium \$59,087.00

PERFORMANCE BOND AGREEMENT FORM

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and **LENNAR COMMUNITIES, 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 \_\_\_\_\_, 2006, and identified as project West Valley Village, Unit 1A (TM 99-13591A) 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 National Union Fire Insurance Company,\* (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Oblige, in the penal sum of **Four Million Five Hundred Forty-Five Thousand One Hundred Sixty-Seven Dollars and Twenty-Five Cents (\$4,545,167.25)** 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

\* of Pittsburgh, PA.

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.

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 28, 2006.

**"Surety"**

National Union Fire Insurance  
Company of Pittsburgh, PA.

By Rosa E. Rivas

Rosa E. Rivas, Attorney in Fact  
Print Name

**"Principal"**

**LENNAR COMMUNITIES, INC.**  
a California corporation

By Larry Gualco

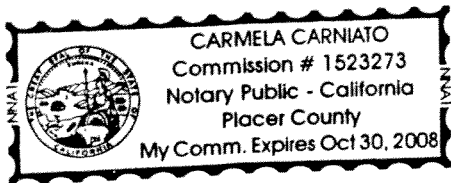
Larry Gualco, Vice President  
1075 Creekside Ridge Drive, Suite 110  
Roseville, California 95678

NOTARIES ATTACHED

STATE OF CALIFORNIA  
~~COUNTY OF EL DORADO~~  
*PLACER*

On this 01 day of August, 2006, before me a Notary Public, personally appeared LARRY SUATCO, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (~~she or they~~) executed it.

WITNESS my hand and official seal.



Carmela Carniato  
Notary Public in and for said County and State

STATE OF CALIFORNIA  
~~COUNTY OF EL DORADO~~

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me a Notary Public, personally appeared \_\_\_\_\_, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (~~she or they~~) executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State



Bond No. 94-88-63

Premium included in Performance  
Bond

**LABORERS AND MATERIALMENS BOND FORM**

Whereas, the Board of Supervisors of the County of El Dorado, the State of California, and **LENNAR COMMUNITIES, 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 \_\_\_\_\_, 2006, and identified as project **West Valley Village, Unit 1A (TM 99-13591A)** 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 **National Union Fire Insurance Company** \* (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 **Two Million Two Hundred Seventy-Two Thousand Five Hundred Eighty-Three Dollars and Sixty-Three Cents (\$2,272,583.63)**, 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.

\* Pittsburgh, PA



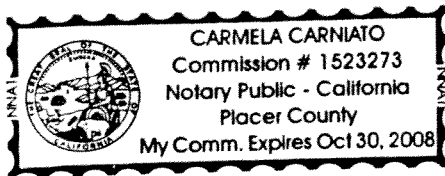
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Placer } ss.

On August 1<sup>st</sup>, 2006 before me, Carmela Carniato  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Larry Gualco  
Name(s) of Signer(s)

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

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/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.

Carmela Carniato  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

**Capacity(ies) Claimed by Signer**

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

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

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



Laborers and Materialmens Bond (continued)

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 28, 2006.

**"Surety"**

National Union Fire Insurance Company  
of Pittsburgh, PA

By

Rosa E. Rivas

Rosa E. Rivas, Attorney in Fact  
Print Name

**"Principal"**

**LENNAR COMMUNITIES, INC.**  
a California corporation

By

Larry Gualco

Larry Gualco, Vice President  
1075 Creekside Ridge Drive, Suite 110  
Roseville, California 95678

NOTARIES ATTACHED

# ACKNOWLEDGEMENT

State of California  
County of Orange

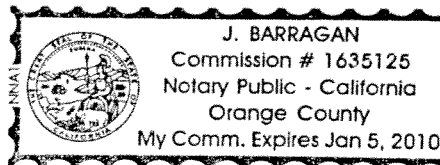
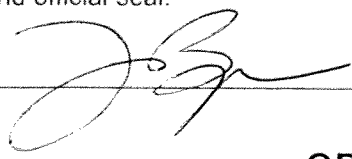
On July 28 2006 before me, J. Barragan, Notary Public  
(here insert name and title of the officer)

personally appeared Rosa E. Rivas

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 acknowledge 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



(Seal)

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S)  LIMITED
- GENERAL

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

NUMBER OF PAGES

### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aigproducercompensation.com](http://www.aigproducercompensation.com) or by calling AIG at 1-800-706-3102.

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

--Rhonda C. Abel, Jeri Apodaca, Jane Kepner, Nanette Myers, Mike Parizino,  
Rachelle Rheault, Rosa E. Rivas, James A. Schaller : of Irvine, California--

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents



this 26<sup>th</sup> day of June, 2006.  
  
Vincent P. Forte, Vice President

STATE OF NEW YORK }  
COUNTY OF NEW YORK }ss.

On this 26<sup>th</sup> day of June, 2006 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JULIANA E. HALLENBECK  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01HA6125671  
QUALIFIED IN BRONX COUNTY  
MY COMMISSION EXPIRES APRIL 18, 2009

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 28<sup>th</sup> day of July 2006



Elizabeth M. Tuck, Secretary