

ORIGINAL

**BIKE PATH IMPROVEMENT AGREEMENT
FOR WEST VALLEY VILLAGE (BLACKSTONE) CLASS I BIKE/PEDESTRIAN TRAIL
PHASE 1 AND 2
BETWEEN THE COUNTY AND THE OWNER**

AGMT #14-53912

THIS BIKE PATH IMPROVEMENT AGREEMENT, hereinafter called "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 **WEST VALLEY, LLC**, a California Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 1420 Rocky Ridge Drive, Suite 320, Roseville, California 95661 (hereinafter referred to as "Owner") concerning the bike path/pedestrian trail, drainage, and related improvements for **TM99-1359 West Valley Village (Blackstone)** in accordance with the improvement plans entitled "**TM 99-1359 Improvements for West Valley Village (Blackstone) Class 1 Bike/Pedestrian Trail**" and cost estimates prepared by C.T.A Engineering & Surveying, Ronald T. Conway P.E., and approved by Andrew S. Gaber, P.E., Deputy Director, Development/Right of Way/Environmental (hereinafter referred to as "County Engineer"), County of El Dorado Community Development Agency, Transportation Division (hereinafter referred to as "Transportation Division").

RECITALS

WHEREAS, On January 22, 2004, Owner obtained approval of the tentative map TM99-1359, subsequently amended on July 2, 2004 as TM 99-1359R, West Valley Village project now commonly referred to as "Blackstone" (the "Project");

WHEREAS, the parties acknowledge that Condition of Approval No. 61 of the Valley View Specific Plan Conditions, attached to and made a part of the conditions for TM99-1359R, West Valley Village, requires the construction of a Class I bicycle and pedestrian trail along the portion of Latrobe Road adjacent to the project site consistent with El Dorado County and El Dorado Hills Community Services District standards (the "Improvements");

WHEREAS, the parties desire to enter into this Agreement pursuant to Government Code §66462 and County Ordinance Code §120.16.040 to establish the timing of the Design and Construction of the Improvements specifics of the Improvements construction and the type and amount of the security required to be posted by the Owner for the construction of the Improvements;

WHEREAS, Owner has prepared, or is in the process of preparing, improvement plans and cost estimates for the construction of the Improvements in accordance with the improvement plans entitled "**TM99-1359 Improvements for West Valley Village (Blackstone) Class 1 Bike/Pedestrian Trail, Phase 1,**" and improvement plans entitled "**TM99-1359 Improvements for West Valley Village (Blackstone) Class 1 Bike/Pedestrian Trail, Phase 2**", to be approved by County Engineer;

WHEREAS, in accordance with Government Code §66499 et seq., Owner shall provide County satisfactory security in the form of cash payments or Performance Bond and Laborers and Materialmens Bonds (“Bonds”) for the Improvements work prior to advertisement for bids;

WHEREAS, it is the intent of the parties hereto that the performance of Owner’s obligations shall be in conformance with the terms and conditions of this Agreement and shall be in conformity with all applicable state and local laws, rules and regulations;

NOW, THEREFORE, the parties hereto in consideration of the recitals, terms and conditions herein, do hereby agree as follows:

SECTION 1. THE WORK

Phase 1:

Owner will, at its own cost and expense, in a workmanlike manner, faithfully and fully construct, or cause to be constructed, all of the Improvements shown in the plans entitled “**TM99-1359 Improvements for West Valley Village (aka Blackstone) Class 1 Bike/Pedestrian Trail, Phase 1**” inclusive of but not limited to, trail structure, and trail drainage improvements, as required by the Conditions of Approval and shall perform the requirements of this Agreement in accordance with the plans, change orders, and itemized cost estimates approved by County and hereby made a part of this Agreement for all purposes as if fully incorporated herein (the “Phase 1 Improvements”).

Phase 2:

Owner will, at its own cost and expense, in a workmanlike manner, faithfully and fully design and construct, or cause to be designed and constructed, all of the Improvements shown in the plans entitled “**TM12-1507 Improvements for West Valley Village Lot V**” (aka Blackstone) inclusive of but not limited to, trail structure, and trail drainage improvements, as required by the Conditions of Approval and shall perform the requirements of this Agreement in accordance with the plans, change orders, and itemized cost estimates approved by County and hereby made a part of this Agreement for all purposes as if fully incorporated herein (the “Phase 2 Improvements”).

Owner’s obligations herein are for the completion of the Improvements and shall not be relieved by contracting for the Improvements.

An itemized account of the estimated cost of the Improvements, Phase 1 is set forth in Exhibit A, marked “Engineer’s Cost Estimate, Phase 1;” which is incorporated herein and made by reference a part hereof. The Exhibit describes quantities, units and costs associated with the improvements to be made.

An itemized account of the estimated cost of the Improvements, Phase 2 is set forth in Exhibit B, marked “Engineer’s Cost Estimate, Phase 2;” which is incorporated herein and made by reference a part hereof. The Exhibit describes quantities, units and costs associated with the improvements to be made.

County will 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

reasonably deemed by County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated. Owner shall be responsible for all design and engineering and construction management services of the Improvements, at the location and as generally depicted in the plans, specifications and contract documents ultimately approved by County. The design shall be prepared in accordance with all applicable laws, statutes, orders, map conditions, and with County standards for the Project and the Improvements. Upon completion of the work, Owner shall provide proof of adequate professional liability insurance of the engineer responsible for the Improvements, and in favor of County.

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 the County Engineer 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.

SECTION 2. TRAFFIC CONTROL

A Traffic Control Plan that meets County Standards shall be prepared by the Owner's Registered Civil Engineer and included within the improvement plans as submitted to the Transportation Division for review and approval prior to the start of work on the Improvements.

The Traffic Control Plan shall address access to adjacent properties and the safe and convenient passage of public traffic through the work area. Road closures will not be permitted. The Traffic Control Plan shall include proposed flagging, signage, protective barriers and limits on excavation within four (4) feet of travel ways open to traffic on adjacent roadways. The Plan shall also include any proposed staging of the improvements.

SECTION 3. TIME

Owner shall complete, or cause to be completed the Phase 1 and Phase 2 Improvements no later than two (2) years from the date of this agreement.

Notwithstanding the time periods herein discussed, Owner shall complete or cause to be completed all Phase 1 and Phase 2 improvements prior to recordation of the final map for West Valley Village Lot V.

The Term of this Agreement is two (2) years from the effective date of this Agreement.

SECTION 4. WARRANTY

Owner warrants the materials and workmanship utilized on this Project for a period of one (1) year from the date of County's acceptance of the Improvements and shall make such replacements and repairs during such one (1) year period, at its sole cost and expense, as are necessary due to defects. County will retain a portion of the security posted in the amount of ten percent (10%) of the total value of work performed, in the form of a Performance Bond 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.

SECTION 5. PERFORMANCE AND LABORERS AND MATERIALMENS BONDS

For Phase 1, Owner shall deliver to Transportation Division a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **One Million Two Hundred Sixty-Nine Thousand Three Hundred Twenty Dollars and Sixty Cents (\$1,269,320.60)** conditioned upon the faithful performance of Owner’s obligation for the full construction of the Phase 1 improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

Owner shall deliver to Transportation Division a Laborers and Materialmens Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **One Million Two Hundred Sixty-Nine Thousand Three Hundred Twenty Dollars and Sixty Cents (\$1,269,320.60)**, conditioned upon the faithful performance of Owner’s obligation for the full construction of the Phase 1 improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

For Phase 2, Owner shall deliver to Transportation Division a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Eight Hundred Four Thousand Four Hundred Two Dollars and Zero Cents (\$804,401.60)** conditioned upon the faithful performance of Owner’s obligation for the design, preparation and completion of improvement plans, and full construction of the Phase 2 improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

Owner shall deliver to Transportation Division a Laborers and Materialmens Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **Eight Hundred Four Thousand Four Hundred Two Dollars and Zero Cents (\$804,401.60)**, conditioned upon the faithful performance of Owner’s obligation for the design, preparation and completion of improvement plans, and full construction of the Phase 2 improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

The Bonds required by this Section are a condition precedent to County entering into this Agreement. Owner shall include a one (1) year warranty provision in the Performance Bond against defects in materials and workmanship. The forms shall be County’s approved forms and shall be approved in advance by the County. Owner shall submit for County’s review and approval the executed bonds together with the certificates of insurance required herein naming County as an additional named insured.

SECTION 6. INDEMNIFICATION

To the fullest extent allowed by law, Owner shall defend, indemnify and hold County and its officers, agents, employees, and representatives 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 economic or consequential losses, which are claimed to or in any way arise out of or are connected with Owner's funding, work, design, operation, construction of the improvements, the Project 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, agents, employees and representatives, or as expressly provided by statute. This duty of Owner to indemnify and hold County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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

SECTION 7. ATTORNEY FEES

Owner shall pay costs and reasonable attorney fees should County be required to commence an action to enforce the provisions of this Agreement or in enforcing the security obligations provided herein.

SECTION 8. INSURANCE

GENERAL INSURANCE REQUIREMENTS: Owner shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Owner maintains insurance that meets the following requirements. In lieu of this requirement, Owner may have its Contractor provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains said insurance so long as Contractor's insurance meets these same requirements and standards, and subject to Contractor assuming the same obligations as Owner as follows:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees performing work under this Agreement as required by law in the State of California.
2. Commercial General Liability (CGL) Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, blanket contractual and independent contractors liability and a Two Million Dollar (\$2,000,000) aggregate limit.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Owner in performance of the Agreement.
4. In the event Owner or its agent(s) are licensed professionals and are performing professional services under this contract, Professional Liability Insurance is required, with a limit of liability of not less than One Million Dollars (\$1,000,000)
5. Explosion, Collapse, and Underground (XCU) coverage is required when the scope of work includes XCU exposure.

PROOF OF INSURANCE REQUIREMENTS:

1. Owner shall furnish proof of coverage satisfactory to County’s Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, on an additional insured endorsement but only insofar as the operations under this Agreement inclusive of the obligation to design and construct the Project are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to the insurance policy naming County as additional insured.

3. In the event Owner cannot provide an occurrence policy, Owner shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or Owner shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS:

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon prior written notice to County at the office of the Transportation Division, 2850 Fairlane Court, Placerville, CA 95667.

2. Owner agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Owner shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Owner fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division, and Owner agrees that no work or services shall be performed prior to the giving of such approval.

ADDITIONAL STANDARDS: Certificates shall meet such additional standards as may be determined by Transportation Division, either independently or in consultation with County’s Risk Management Division, as essential for protection of County.

COMMENCEMENT OF PERFORMANCE: Owner shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Owner to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

PRIMARY COVERAGE: Owner's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Owner's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against County, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

OWNER'S OBLIGATIONS: Owner's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

SECTION 9. RESPONSIBILITY OF ENGINEER

Owner shall employ and make available to County an individual or firm acceptable by the County Engineer to provide responses to contractor or County requests for information, and to provide requisite design revisions as requested by County Engineer before, during and close out of construction, and through the one-year warranty period of the Project. County Engineer shall be notified by Owner one (1) month in advance of terminating the services of the individual or firm accepted by County Engineer and shall employ a comparable replacement individual or firm acceptable by County Engineer simultaneously to the termination notice date. The individual or firm so employed shall act as Owner's representative to ensure full compliance with the terms and conditions set forth in the plans, specifications, all permits and any other agreements, notices or directives related to the Project. County Engineer shall have full access to the individual or firm to ensure that the Project is being constructed in accordance with the approved plans and County specifications. The cost associated with County's utilization of the individual or firm shall be a Project cost for which Owner is responsible.

SECTION 10. INSPECTION

An authorized representative of County will perform construction inspection and material testing in accordance with the State of California, Department of Transportation, Standard Specifications, dated 2010. All testing shall be accomplished to the reasonable satisfaction of County.

SECTION 11. RECORD DRAWINGS

Owner shall have an engineer prepare Record Drawings describing the finished work. The Record Drawings shall be submitted to Transportation Division at the completion of the work.

SECTION 12. FEES

Owner shall pay all fees in accordance with the Transportation Division’s fee schedules (as may be amended from time-to-time), including but not limited to application, plan checking, construction oversight, inspection, administration and acceptance of the work by County.

SECTION 13. DEFAULT, TIME TO CURE, AND REMEDY

Owner’s failure to perform any obligation at the time specified in this Agreement will constitute a default and County will give written notice of said default (“Notice”) in accordance with the notice provisions of this Agreement. Notice shall specify the alleged default and the applicable Agreement provision Owner shall cure the default within ten (10) days (“Time to Cure”) from the date of the Notice. In the event that the Owner fails to cure the default within the Time to Cure, Owner shall be deemed to be in breach of this Agreement.

SECTION 14. PUBLIC UTILITIES

Owner shall investigate and determine if existing public and private utilities conflict with the construction of the Improvements. Owner shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. To the extent possible all utility considerations will be incorporated into the Final Improvement Plan.

SECTION 16. NO OWNER REIMBURSEMENT

The Parties agree and acknowledge that the Project costs associated with the Improvements contemplated herein are not eligible for reimbursement under County’s road improvement fee (RIF) or Traffic Impact Mitigation fee (TIM) programs and all costs shall be funded by Owner

SECTION 17. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Andrew S. Gaber, Deputy Director, Development/Right of Way/Environmental, Community Development Agency or successor.

SECTION 18. ACCEPTANCE

Each phase of the Improvements will be deemed complete upon County’s engineer certifying to the Board of Supervisors that work has been completed and County’s Board of Supervisors approval of the Notice of Acceptance.

SECTION 19. REIMBURSEMENT TO COUNTY

County shall be entitled to costs and expenses incurred by County for construction oversight, inspection, right-of-way, administration and acceptance of the work performed pursuant to this Agreement.

SECTION 20. OWNER STATUS

Owner is providing financing for the construction of the Improvements as set forth herein, and is acting as an independent agent and not an agent of County. The obligations of Owner as provided in this Agreement are binding upon and inure to the benefit of heirs, successors and assigns of Owner and shall run with the land.

SECTION 21. NOTICE TO PARTIES

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:

To County:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, CA 95667

Attn.: Andrew S. Gaber, P.E.
Deputy Director, Development/
Right of Way/Environmental
Community Development Agency

With a Copy to:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, CA 95667

Attn.: Dave Spiegelberg, P.E.
Senior Civil Engineer

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

West Valley, LLC
1420 Rocky Ridge Drive, Suite 320
Roseville, California 95661

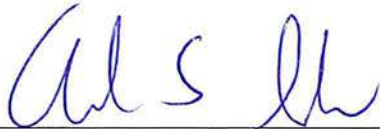
Attn.: Larry Gualco, Vice President

or to such other location as Owner directs.

SECTION 22. AUTHORIZED SIGNATURES

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.

Requesting Contract Administrator Concurrence:

By: 
Andrew S. Gaber, P.E.
Deputy Director, DRE
Community Development Agency

Dated: July 30, 2015

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 7/30/15

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: B.K. Veerkamp
Brian K. Veerkamp
Board of Supervisors
"County"

Dated: 9/1/15

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: Marcie MacFarland
Deputy Clerk

Dated: 9/1/15

"Owner"
-- WEST VALLEY, LLC --
a California Limited Liability Company

By: Lennar Communities, Inc.
Its: a California corporation
its Liquidating Manager

By: Larry Gualco
Larry Gualco
Vice President
"Owner"

Dated: 6/14/15

By: Earl Keith
Earl Keith
Vice President/
Division Controller

Dated: 6/10/15

Notary Acknowledgment Attached

OWNER

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On 6/10/2015 before me, Monique Reynolds Notary Public
(here insert name and title of the officer)

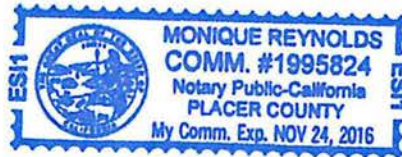
personally appeared Earl Keith & Larry Galco

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

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

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)

**West Valley Village Latrobe Road Bike Path - Phase 1 and 2
Engineer's Bond Estimate**

Phase 1

Item No.	Item Description	Unit of Measure	Estimated Quantity	Estimated Unit Cost	Estimated Cost
1	Prepare SWPPP (Risk Level 2 or 3, Excludes REAP(s))	LS	1	\$5,600.00	\$5,600.00
2	Clearing and Grubbing	ACRE	2.8	\$8,550.00	\$23,512.50
3	Roadway Excavation	CY	1,645	\$15.25	\$25,086.25
4	Embankment In Place	CY	2,467	\$20.35	\$50,203.45
5	Erosion Control	ACRE	1.5	\$2,500.00	\$3,750.00
6	Class 2 Aggregate Base	TON	3,000	\$61.00	\$183,000.00
7	Asphaltic Concrete Type A	TON	666	\$91.45	\$60,905.70
8	Decomposed Granite	CY	219	\$50.00	\$10,950.00
9	4" Thermoplastic Traffic Stripe	LF	1,310	\$1.35	\$1,768.50
10	Thermoplastic Pavement Marking (Stop Bar)	EA	5	\$200.00	\$1,000.00
11	Roadside Sign - One Post	EA	10	\$406.40	\$4,064.00
12	Structural Bridge Abutment and Grading (per bridge)	EA	2	\$145,000.00	\$290,000.00
13	Furnished Prefabricated Bridge Structure	EA	2	\$60,000.00	\$120,000.00
14	Install Prefabricated Bridge Structure	EA	2	\$15,000.00	\$30,000.00
15	Landscape Planting	LF	4,560	\$18.65	\$85,044.00
16	Landscape Irrigation	LF	4,560	\$7.68	\$35,020.80
17	Mobilization	LS	1	\$46,495.26	\$46,495.26
Phase 1 Total Direct Cost					\$976,400.46
Soft Costs					
1	Bond Enforcement Costs	LS		2%	\$19,528.01
2	Construction Staking	LS		4%	\$39,056.02
3	Construction Management	LS		10%	\$97,640.05
4	Contingency	LS		10%	\$97,640.05
5	Inspection	LS		4%	\$39,056.02
Phase 1 Soft Cost					\$292,920.14
Phase 1 Total Cost					\$1,269,320.60

**West Valley Village Latrobe Road Bike Path - Phase 1 and 2
 Engineer's Bond Estimate**

Phase 2

Item No.	Item Description	Unit of Measure	Estimated Quantity	Estimated Unit Cost	Estimated Cost
1	Prepare SWPPP (Risk Level 2 or 3, Excludes REAP(s))	LS	1	\$5,600.00	\$5,600.00
2	Clearing and Grubbing	ACRE	1.90	\$8,550.00	\$16,245.00
3	Roadway Excavation	CY	10,800	\$15.25	\$164,700.00
4	Export	CY	10,000	\$20.35	\$203,500.00
5	Erosion Control	ACRE	1.50	\$2,500.00	\$3,750.00
6	Class 2 Aggregate Base	TON	1,019	\$61.00	\$62,159.00
7	Asphaltic Concrete Type A	TON	395	\$91.45	\$36,122.75
8	4" Thermoplastic Traffic Stripe	LF	1,800	\$1.35	\$2,430.00
9	Thermoplastic Pavement Marking (Stop Bar)	EA	3	\$200.00	\$600.00
10	Roadside Sign - One Post	EA	6	\$406.40	\$2,438.40
11	Landscape Planting	LF	3,485	\$18.65	\$64,995.25
12	Landscape Irrigation	LF	3,485	\$7.68	\$26,764.80
13	Mobilization	LS	1	\$29,465.26	\$29,465.26
Phase 2 Total Direct Cost					\$618,770.46
Soft Costs					
1	Bond Enforcement Costs	LS		2%	\$12,375.41
2	Construction Staking	LS		4%	\$24,750.82
3	Construction Management	LS		10%	\$61,877.05
4	Contingency	LS		10%	\$61,877.05
5	Inspection	LS		4%	\$24,750.82
Phase 2 Soft Cost					\$185,631.14
Phase 2 Total Cost					\$804,401.60

Total Estimate Amount Phase 1 & Phase 2 \$2,073,722.20



Gregory Hicks 6/4/15
 Transportation Division - No Exceptions Taken Date

Bond No. 929607009
Premium \$5,077.00/annum

**County of El Dorado, State of California
Community Development Agency
Transportation Division**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, West Valley, LLC, a California limited liability company, as Principal, and The Continental Insurance Company as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the sum of **One Million Two Hundred Sixty Nine Thousand Three Hundred Twenty Dollars and Sixty Cents (\$1,269,320.60)** lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: June 11, 2015

The condition of the above obligation is such that if said Principal as Developer in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work for the **West Valley Village (Blackstone) Class 1 Bike/Pedestrian Trail Phase 1**, in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

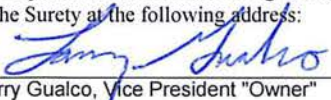
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee 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.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: June 11, 20 15.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:



Larry Gualco, Vice President "Owner" PRINCIPAL
The Continental Insurance Company
333 South Wabash Avenue, Floor 22
Chicago, IL 61615

West Valley, LLC, a California limited liability company,
By: Lennar Communities, Inc., a California corporation,
its Liquidating Manager



Earl Keith, Vice President, Division Controller PRINCIPAL
The Continental Insurance Company


Mechelle Larkin SURETY
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On 6/11/15 before me, Monique Reynolds
(here insert name and title of the officer)

personally appeared Earl Keith & Larry Gualco

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

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

WITNESS my hand and official seal.



Signature Monique Reynolds

(Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
California

County of
Orange

On June 11, 2015 before me, Kathy R. Mair, Notary Public,
(here insert name and title of the officer)

personally appeared Mechelle Larkin

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

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

WITNESS my hand and official seal.

Signature *Kathy R. Mair*



(Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Irene Lau, Kathy R Mair, Mechelle Larkin, Stephanie Banh, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of October, 2014.

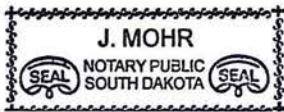


The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of October, 2014, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2015

J Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of JUN 11 2015.



The Continental Insurance Company

D Bult
D. Bult Assistant Secretary

Bond No. 929607009
Premium Incl. in Perf. Bond

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 **West Valley, 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 _____, _____, and identified as the **Trail Improvement Agreement for West Valley Village (Blackstone) Class 1 Bike/Pedestrian Trail Phase 1, TM99-1359** between the County and the Developer, AGMT # 14-53912, and the Improvement Plans for West Valley Village (Blackstone) Class 1 Bike/Pedestrian, TM99-1359 are 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 The Continental 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 **One Million Two Hundred Sixty-Nine Thousand Three Hundred Twenty Dollars and Sixty Cents (\$1,269,320.60)**, 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.

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 affect 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 June 11, 20 15.

“Surety”

The Continental Insurance Company

By



Mechelle Larkin, Attorney-in-Fact
Print Name

“Principal”

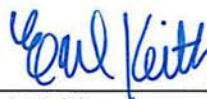
West Valley, LLC
a California Limited Liability Company
By: Lennar Communities, Inc. a California Corporation its Liquidating Manager

By



Larry Gualco
Vice President
“Owner”

By



Earl Keith
Vice President
Division Controller

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer

On 6/11/15 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

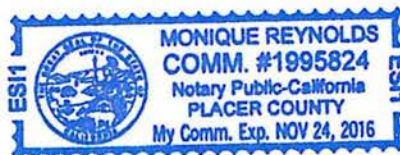
personally appeared Earl Reith & Larry Galco

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

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

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
California

County of
Orange

On June 11, 2015 before me, Kathy R. Mair, Notary Public,
(here insert name and title of the officer)

personally appeared Mechelle Larkin,

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

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

WITNESS my hand and official seal.

Signature *Kathy R. Mair*



(Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Irene Lau, Kathy R Mair, Mechelle Larkin, Stephanie Banh, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of October, 2014.

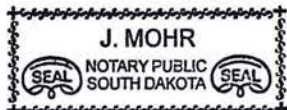


The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of October, 2014, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2015

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of JUN 11 2015.



The Continental Insurance Company

D. Bult
D. Bult Assistant Secretary

Bond No. 929616520
Premium \$3,218.00/annum

**County of El Dorado, State of California
Community Development Agency
Transportation Division**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, West Valley, LLC, a California limited liability company, as Principal, and The Continental Insurance Company

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the sum of **Eight Hundred Four Thousand Four Hundred One Dollar and Sixty Cents (\$804,401.60)** lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: June 11, 2015

The condition of the above obligation is such that if said Principal as Developer in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work for the **West Valley Village (Blackstone) Class 1 Bike/Pedestrian Trail Phase 2**, in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

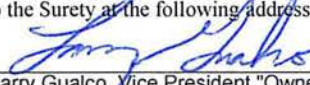
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee 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.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

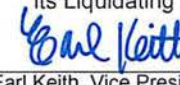
Dated: June 11, 20 15

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

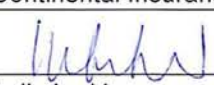


Larry Gualco, Vice President "Owner" PRINCIPAL
The Continental Insurance Company
333 South Wabash Avenue, Floor 22
Chicago, IL 61615

West Valley, LLC, a California limited liability company,
By: Lennar Communities, Inc., a California corporation,
its Liquidating Manager



Earl Keith, Vice President, Division Controller PRINCIPAL
The Continental Insurance Company



Mechelle Larkin SURETY
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

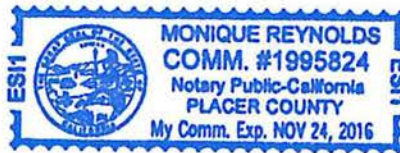
On 6/11/15 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

personally appeared Earl Keith & Larry Gualco,

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

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

WITNESS my hand and official seal.



Signature Monique Reynolds

(Seal)

SURETY

ACKNOWLEDGMENT

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State of
California

County of
Orange

On June 11, 2015 before me, Kathy R. Mair, Notary Public,
(here insert name and title of the officer)

personally appeared Mechelle Larkin,

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

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WITNESS my hand and official seal.

Signature Kathy R. Mair



(Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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Irene Lau, Kathy R Mair, Mechelle Larkin, Stephanie Banh, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

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In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of October, 2014.

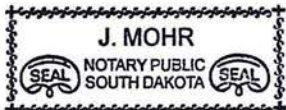


The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of October, 2014, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2015

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of JUN 11 2015, _____.



The Continental Insurance Company

D. Bult
D. Bult Assistant Secretary

Bond No. 929616520
Premium Incl. in Perf. Bond

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 **West Valley, 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 _____, _____, and identified as the **Trail Improvement Agreement for West Valley Village (Blackstone) Class 1 Bike/Pedestrian Trail Phase 2, TM99-1359** between the County and the Developer, AGMT # 14-53912, and the Improvement Plans for West Valley Village (Blackstone) Class 1 Bike/Pedestrian, TM99-1359 are 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 The Continental 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 **Eight Hundred Four Thousand Four Hundred One Dollar and Sixty Cents (\$804,401.60)**, 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.

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 affect 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 June 11, 20 15.

“Surety”

The Continental Insurance Company

By 

Mechelle Larkin, Attorney-in-Fact
Print Name

“Principal”

West Valley, LLC
a California Limited Liability Company
By: **Lennar Communities, Inc.** a California Corporation its Liquidating Manager

By 

Larry Gualco
Vice President
“Owner”

By 

Earl Keith
Vice President
Division Controller

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer

On June 11, 15 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

personally appeared Earl Keith + Larry Gualco,

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

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WITNESS my hand and official seal.



Signature Monique Reynolds

(Seal)

SURETY

ACKNOWLEDGMENT

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State of
California

County of
Orange

On June 11, 2015 before me, Kathy R. Mair, Notary Public,
(here insert name and title of the officer)

personally appeared Mechelle Larkin,

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

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WITNESS my hand and official seal.



Signature Kathy R. Mair

(Seal)

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Irene Lau, Kathy R Mair, Mechelle Larkin, Stephanie Banh, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

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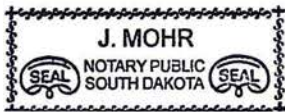


The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

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My Commission Expires June 23, 2015

J Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of JUN 17 2015, _____.



The Continental Insurance Company

D Bult
D. Bult Assistant Secretary

West Valley Village (Blackstone)
Class I Bike/Pedestrian Trail
TM 99-1359

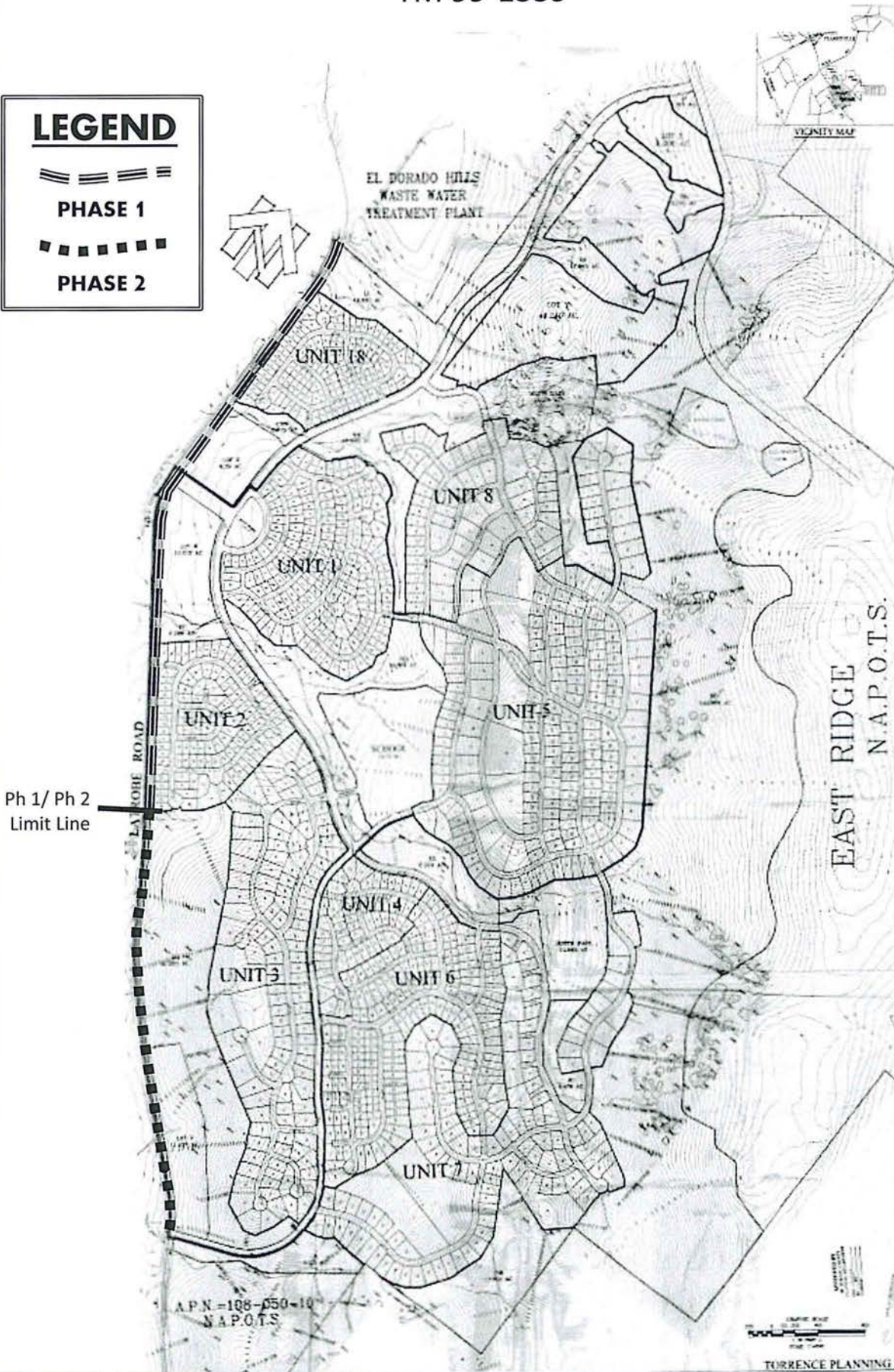
LEGEND



PHASE 1



PHASE 2



Ph 1/ Ph 2
Limit Line