## FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and

SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP
(hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install
and complete designated public improvements *, which said agreement, dated,
20, and identified as project Parkside Estates - Tract No. 15377(R) and 15419(R) *Sewer and Water,
is hereby referred to and made a part hereof; and
WHEREAS, said principal is required under the terms of said agreement to furnish a bond
for the faithful performance of said agreement.
Now, therefore, we, the principal and <u>Berkley Insurance Company</u> ,
and the second second contents the City of Huntington December 1981 and "City" the penal

as surety, are held and firmly bound unto the City of Huntington Beach, hereinafter called "City", the penal sum of <u>One Million Seven Hundred Forty Two Thousand Two Hundred Forty Seven and no/100 - - - dollars</u> (\$1,742,247.00) 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 bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenant, condition 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 "City", its officers, agents 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by "City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness v	whereof, this instrument has been duly execu	ted by the principal and surety
above named, on September	er 3rd,	, 20 <u>15      </u> .
SHEA HOMES LIM	ITED PARTNERSHIP, A CALIFORNIA LIMIT	ED PARTNERSHIP, as Principa
	*see attached signature block	
	Ву	
	By	
	Berkley Insurance Company	, as Surety
	By Edward C. Spector, Attorney-In-Fact	
	Ву	

APPROVED AS TO FORM

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation,

Its: General Partner

Name:

Brooke Doi

Title:

**Authorized Agent** 

By:/

Name:

James Holas

Title:

**Authorized Agent** 

### LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete designated public improvements \*, which said agreement, dated \_\_\_\_\_\_\_, 20\_\_\_\_\_\_, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) \*Sewer and Water, is hereby referred to and made a 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 City of Huntington Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Huntington Beach 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 <a href="Eight Hundred Seventy One Thousand One Hundred Twenty">Eight Hundred Seventy One Thousand One Hundred Twenty</a>
Three and 50/100 dollars (\$871,123.50), for materials furnished for 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 "City" 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 insure 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 obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been fully executed by the principal and surety above named, on <u>September 3rd</u>, 20<u>15</u>

SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, as Principal

\*see attached signature block

D			

y ر	 		 

Ву \_\_\_\_\_

Berkley Insurance Company, as Surety

By Colo. To

Edward C. Spector, Attorney-In-Fact

By \_\_\_\_\_\_

APPROVED AS TO FORM

By: / Jule / Jule

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation,

Its: General Partner

By: \_\_\_\_\_

Name:

Brooke Doi

Title:

Authorized Agent

By:\_

Name: James Holas

Title: Authorized Agent

### FAITHFUL PERFORMANCE BOND

WILLEBEAC the City Council of the City of Huntington Booch, State of Colifornia, and

WHEREAS, the City Council of the City of Huntington beach, State of Camornia, and
SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP,
(hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install
and complete designated public improvements *, which said agreement, dated,
20, and identified as project Parkside Estates - Tract No. 15377(R) and 15419(R) *Sewer Lift Station
and Force Main, is hereby referred to and made a part hereof; and
WHEREAS, said principal is required under the terms of said agreement to furnish a bond

Now, therefore, we, the principal and <u>Berkley Insurance Company</u> as surety, are held and firmly bound unto the City of Huntington Beach, hereinafter called "City", the penal sum of <u>Two Million One Hundred Ninety Thousand Six Hundred Sixty One and no/100 - - - d</u>ollars (\$2,190,661.00) 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 bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenant, condition 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 "City", its officers, agents 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by "City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

for the faithful performance of said agreement.

The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness v	whereof, this instrument has been duly execu	ted by the principal and surety
above named, on September	er 3rd,	, 20 <u>15</u>
SHEA HOMES LIM	ITED PARTNERSHIP, A CALIFORNIA LIMIT	ED PARTNERSHIP, as Principal
	*see attached signature block	
	Ву	-
	Ву	-
	Berkley Insurance Company	, as Surety
	By Enland	-
	Edward C. Spector, Attorney-In-Fact	
	Ву	· -

APPROVED AS TO FORM

y: Michael Gates, City Attorney

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation,

Its: General Partner

Name:

Title:

**Authorized Agent** 

By: \_

Name:

James Holas

Title:

Authorized Agent

# LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete designated public improvements \*, which said agreement, dated \_\_\_\_\_\_\_, 20\_\_\_\_\_\_, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) \*Sewer Lift Station and Force Main, is hereby referred to and made a 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 City of Huntington Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Huntington Beach 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 <u>One Million Ninety Five Thousand Three Hundred Thirty and 50/100 - - -</u> dollars (\$1,095,330.50), for materials furnished for 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 "City" 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 insure 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 obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been fully executed by the principal and surety above named, on <u>September 3rd</u>, 20<u>15</u>

SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, as Principal

\_

Ву \_\_\_\_\_

Ву \_\_\_\_\_

Berkley Insurance Company, as Surety

By EUC.h

\*see attached signature block

Edward C. Spector, Attorney-In-Fact

У \_\_\_\_\_\_

APPROVED AS TO FORM

By: Michael Gates, City Attorney

# SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation,

Its: General Partner

Name:

Brook

Title:

**Authorized Agent** 

By:

Name:

James Holas

Title: Authorized Agent

## FAITHFUL PERFORMANCE BOND

WILEBEAC, the City Council of the City of Huntington Booch, State of California, and

WHEREAS, the City Council of the City of Huntington beach, State of Camornia, and
SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP ,
(hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install
and complete designated public improvements *, which said agreement, dated,
20, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) *Storm Drain, is
hereby referred to and made a part hereof; and
WHEREAS, said principal is required under the terms of said agreement to furnish a bond

Now, therefore, we, the principal and <u>Berkley Insurance Company</u> as surety, are held and firmly bound unto the City of Huntington Beach, hereinafter called "City", the penal sum of <u>Five Million Seventy Eight Thousand Six Hundred Six and no/100 - - -</u> dollars (\$5,078,606.00) 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.

for the faithful performance of said agreement.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenant, condition 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 "City", its officers, agents 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by "City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness v	whereof, this instrument has been duly execu	ted by the principal and surety
above named, on <u>Septemb</u> e	er 3rd,	, 20 <u>15</u> .
SHEA HOMES LIM	ITED PARTNERSHIP, A CALIFORNIA LIMIT	ED PARTNERSHIP, as Principa
	*see attached signature block	
	By	-
	By	-
	Berkley Insurance Company  By Edward C. Spector, Attorney-In-Fact	_, as Surety -
	Rv	

APPROVED AS TO FORM

00

Michael Gates, C

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation,

Its: General Partner

By: Brooks Do

Name: Brooke

Title: Authorized Agent

Name: James Holas
Title: Authorized Agent

#### LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete designated public improvements \*, which said agreement, dated \_\_\_\_\_\_, 20\_\_\_\_\_, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) \*Storm Drain, is hereby referred to and made a 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 City of Huntington Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Huntington Beach 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 <a href="Two Million Five Hundred Thirty Nine Thousand Three Hundred Three and no/100 - - - dollars">Two Million Five Hundred Thirty Nine Thousand Three Hundred Three and no/100 - - - dollars</a> (\$2,539,303.00), for materials furnished for 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 "City" 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 insure 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 obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been fully executed by the principal and surety above named, on <u>September 3rd</u>, 20<u>15</u>

SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, as Princip
--

\*see attached signature block

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DΥ		

Berkley Insurance Company, as Surety

By Edward C. Spector, Attorney-In-Fact

Ву \_\_\_\_\_

APPROVED AS TO FORM

By: Michael Gates, City Attorney

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc., a California corporation,

Its: General Partner

Name:

Brooke Doi

Title:

Authorized Agenf

By.

Name:

Title:

James Holas

**Authorized Agent** 

#### FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and
SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP
(hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install
and complete designated public improvements *, which said agreement, dated,
20, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) *Street,
Striping/Signing, Traffic Signal, is hereby referred to and made a part hereof; and
WHEREAS, said principal is required under the terms of said agreement to furnish a bond
for the faithful performance of said agreement.

Now, therefore, we, the principal and <u>Berkley Insurance Company</u> as surety, are held and firmly bound unto the City of Huntington Beach, hereinafter called "City", the penal sum of <u>Two Million Three Hundred Seventy Thousand Three Hundred Eighty Two and no/100 - - - dollars</u> (\$2,370,382.00) 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 bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenant, condition 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 "City", its officers, agents 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by "City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered."

The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness v	whereof, this instrument has been duly execu	ted by the principal and surety
above named, on Septembe	er 3rd,	, 20 <u>15</u> .
SHEA HOMES LIM	ITED PARTNERSHIP, A CALIFORNIA LIMIT	ED PARTNERSHIP, as Principa
	*see attached signature block	
	Ву	-
	Ву	-
	Berkley Insurance Company	_, as Surety
	By alch	-
	Edward C. Spector, Attorney-In-Fact	
	By	

APPROVED AS TO FORM

y: Michael Gates, City Attorne

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc., a California corporation,

Its: General Partner

Name:

e:

Authorized Agent

D. ... /

Title:

By: \_\_\_\_ Name:

James Holas

Title:

**Authorized Agent** 

#### LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete designated public improvements \*, which said agreement, dated \_\_\_\_\_\_\_, 20\_\_\_\_\_\_, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) \*Street, Striping/Signing, Traffic Signal, is hereby referred to and made a 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 City of Huntington Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Huntington Beach 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 One Hundred Eighty Five Thousand One Hundred Ninety One and no/100 - - - dollars (\$1,185,191.00), for materials furnished for 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 "City" 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 insure 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 obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been fully executed by the principal and surety above named, on <u>September 3rd</u>, 20<u>15</u>

SHEA HOMES LIMITED PARTNERSHIP.	, A CALIFORNIA LIMITED PARTNERSHIP,	as Princip	pal

Bv			

Dу	 	
ь.,		

Berkley Insurance Company, as Surety

\*see attached signature block

By Edward C. Spector, Attorney-In-Fact

APPROVED AS TO FORM

By: Michael Gates, City Attorney

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation,

Its: General Partner

Name:

Name: Title:

Brooke Doi

**Authorized Agent** 

By: \_\_\_\_ Name:

Title:

James Holas Authorized Agent

# FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and
SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP
(hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install
and complete designated public improvements *, which said agreement, dated,
20, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) *C05 Channel and
VFPF, is hereby referred to and made a part hereof; and
WHEREAS, said principal is required under the terms of said agreement to furnish a bond

Now, therefore, we, the principal and <u>Berkley Insurance Company</u> as surety, are held and firmly bound unto the City of Huntington Beach, hereinafter called "City", the penal sum of <u>Five Million Nine Hundred Nine Thousand Six Hundred Twenty and no/100 - - - dollars</u> (\$5,909,620.00) 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

for the faithful performance of said agreement.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenant, condition 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 "City", its officers, agents 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by "City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

by these presents.

The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness v	whereof, this instrument has been duly execu	ted by the principal and surety
above named, on September	er 3rd,	, 20 <u>15</u> .
SHEA HOMES LIM	ITED PARTNERSHIP, A CALIFORNIA LIMIT	ED PARTNERSHIP, as Principal
	*see attached signature block	
	Ву	
	Ву	
	Berkley Insurance Company	, as Surety
	By Edward C. Spector, Attorney-In-Fact	
	Ву	

APPROVED AS TO FORM

y: Michael Gates, City Attorney

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation,

Its: General Partner

By: BL Ds

Name: Title: Brooke Doi

**Authorized Agent** 

By: \_\_\_ Name:

Title:

James Holas Authorized Agent

#### LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete designated public improvements \*, which said agreement, dated \_\_\_\_\_\_\_, 20\_\_\_\_\_\_, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) \*C05 Channel and VFPF, is hereby referred to and made a 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 City of Huntington Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Huntington Beach 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 <a href="Two Million Nine Hundred Fifty Four Thousand Eight Hundred Ten and no/100">Two Million Nine Hundred Fifty Four Thousand Eight Hundred Ten and no/100</a> dollars (\$2,954,810.00), for materials furnished for 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 "City" 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 insure 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 obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been fully executed by the principal and surety above named, on <u>September 3rd</u>, 20<u>15</u>

SHEA HOMES LIMITED PARTNERSHI	P, A CALIFORNIA LIMITED PARTNERSHIP,	as Principa
-------------------------------	--------------------------------------	-------------

*see attached signature block	
Ву	
Ву	

Berkley Insurance Company, as Surety

Зу	Cilan	
•	Edward C. Spector, Attorney-In-Fact	
Зγ	·	

APPROVED AS TO FORM

dy: Michael Gates, City Attorney

# SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation, Its: General Partner

By: \_\_\_\_\_\_\_ Name:

Brooke Doi

Title:

**Authorized Agent** 

Ву.

Name: Title:

James Holas

**Authorized Agent** 

## FAITHFUL PERFORMANCE BOND

WILLBEAC the City Council of the City of Huntington Booch, Ctate of Colifornia and

WHEREAS, the City Council of the City of Huntington Beach, State of California, and
SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP,
(hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install
and complete designated public improvements *, which said agreement, dated,
20, and identified as project Parkside Estates - Tract No. 15377(R) and 15419(R) *Slater Storm
<u>Drain Pump Station</u> , is hereby referred to and made a part hereof; and
WHEREAS, said principal is required under the terms of said agreement to furnish a bond

Now, therefore, we, the principal and Berkley Insurance Company, as surety, are held and firmly bound unto the City of Huntington Beach, hereinafter called "City", the penal sum of Two Million Three Hundred Seventy Three Thousand Seven Hundred Seventy One and no/100 - - - dollars (\$2,373,771.00) 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.

for the faithful performance of said agreement.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenant, condition 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 "City", its officers, agents 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by "City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Edward C. Spector, Attorney-In-Fact

By\_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_\_\_ Atterney

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation,

Its: General Partner

By:

Name: Title: Brooke Doi

**Authorized Agent** 

**D** 

By: \_\_\_\_ Name: Title:

James Holas

Authorized Agent

#### LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete designated public improvements \*, which said agreement, dated \_\_\_\_\_\_, 20\_\_\_\_\_, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) \*Slater Storm Drain Pump Station, is hereby referred to and made a 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 City of Huntington Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Huntington Beach 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 One Hundred Eighty Six Thousand Eight Hundred Eighty Five and 50/100 - - - dollars (\$1,186,885.50), for materials furnished for 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 "City" 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 insure 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 obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been fully executed by the principal and surety above named, on <u>September 3rd</u>, 20<u>15</u>

SHEA HOMES LIMITED PARTNER	RSHIP. A CAL	JIFORNIA LIMITED	PARTNERSHIP.	, as Princi	pal

*see	attached	signature	block

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_,	

Ву

Berkley Insurance Company, as Surety

By\_\_\_\_

Edward C. Spector, Attorney-In-Fact

Ву \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_ Michael Gator City Attorney

# SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc., a California corporation,

Its: General Partner

By: \_\_\_\_\_ Name:

Title:

Brooke Doi

**Authorized Agent** 

By: \_\_\_ Name:

Title:

James Holas

**Authorized Agent** 

## FAITHFUL PERFORMANCE BOND

SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP  (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete designated public improvements *, which said agreement, dated	WHEREAS, the City Council of the City of Huntington Beach, State of California, and
and complete designated public improvements *, which said agreement, dated,  20, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) *Natural Treatment	SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP ,
20, and identified as project <u>Parkside Estates – Tract No. 15377(R) and 15419(R) *Natural Treatment</u>	(hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install
	and complete designated public improvements *, which said agreement, dated,
System, is hereby referred to and made a part hereof; and	20, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) *Natural Treatment
	System, is hereby referred to and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and <u>Berkley Insurance Company</u> as surety, are held and firmly bound unto the City of Huntington Beach, hereinafter called "City", the penal sum of <u>Four Hundred Eighteen Thousand One Hundred Fifty Two and no/100 - - - dollars (\$418,152.00</u>) 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 bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenant, condition 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 "City", its officers, agents 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by "City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness v	whereof, this instrument has been duly execu	ted by the principal and surety
above named, on September	er 3rd,	, 20 <u>15       </u> .
SHEA HOMES LIM	ITED PARTNERSHIP, A CALIFORNIA LIMIT	ED PARTNERSHIP, as Principal
	*see attached signature block	
	Ву	-
	Ву	-
	Berkley Insurance Company	, as Surety
	By Edward C. Spector, Attornov In Fact	-
	Edward C. Spector, Attorney-In-Fact	

APPROVED AS TO FORM

By: Michael Gates, City Attorney

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc., a California corporation,

Its: General Partner

Name:

.

Brooke Doi

Title:

Authorized Agent

By:(

Name:

Title:

James Holas

### LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete designated public improvements \*, which said agreement, dated \_\_\_\_\_\_\_, 20\_\_\_\_\_\_, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) \*Natural Treatment System\_ is hereby referred to and made a 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 City of Huntington Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Huntington Beach 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 <a href="Two Hundred Nine Thousand Seventy Six and no/100 - - - dollars">Two Hundred Nine Thousand Seventy Six and no/100 - - - dollars</a> (\$209,076.00), for materials furnished for 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 "City" 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 insure 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 obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been fully executed by the principal and surety above named, on <u>September 3rd</u>, 20<u>15</u>

SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, as Principal

\*see attached signature block

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Ву\_\_\_\_\_

Berkley Insurance Company, as Surety

By Edward C. Spector, Attorney-In-Fact

Зу \_\_\_\_\_

APPROVED AS TO FORM

# SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc., a California corporation,

Its: General Partner

By: \_\_\_ Name:

Title:

Brooke Doi

Authorized Agent

By/ Name:

James Holas

Title:

## FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and
SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP
(hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install
and complete designated public improvements *, which said agreement, dated
20, and identified as project Parkside Estates - Tract No. 15377(R) and 15419(R) * Grading and
Street Repair, is hereby referred to and made a part hereof; and
WHEREAS, said principal is required under the terms of said agreement to furnish a bond

for the faithful performance of said agreement.

Now, therefore, we, the principal and Berkley Insurance Company
as surety, are held and firmly bound unto the City of Huntington Beach, hereinafter called "City", the penal sum of Two Million Five Hundred Ninety Five Thousand Seventy Seven and no/100 - - - dollars

(\$2,595,077.00) 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

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenant, condition 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 "City", its officers, agents 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 therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by "City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

by these presents.

The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness v	whereof, this instrument has been duly execut	ted by the principal and surety
above named, on September	er 3rd,	, 20 <u>15</u> .
SHEA HOMES LIM	ITED PARTNERSHIP, A CALIFORNIA LIMIT	ED PARTNERSHIP, as Principa
	*see attached signature block	
	Ву	
	Ву	
	Berkley Insurance Company  By Edward C. Spector, Attorney-In-Fact	, as Surety
	Ву	

APPROVED AS TO FORM

y: Michael Gates, City Attorney

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation,

Its: General Partner

By: \_\_\_\_ Name:

Title:

Brooke Doi

**Authorized Agent** 

Ву/. Name:

James Holas

Title:

### LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Huntington Beach, State of California, and SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete designated public improvements \*, which said agreement, dated \_\_\_\_\_\_\_, 20\_\_\_\_\_\_, and identified as project Parkside Estates – Tract No. 15377(R) and 15419(R) \*Grading and Street Repair, is hereby referred to and made a 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 City of Huntington Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Huntington Beach 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 Ninety Seven Thousand Five Hundred Thirty Eight and 50/100 - - - dollars (\$1,297,538.50), for materials furnished for 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 "City" 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 insure 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 obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been fully executed by the principal and surety above named, on <u>September 3rd</u>, 20<u>15</u>

SHEA HOMES LIMITED PARTNERSHIP,	, A CALIFORNIA LIMITED PARTNERSHIP,	as Principal

*see attached signature block
Ву
Ву
Berkley Insurance Company, as Surety
By alan
Edward C. Spector, Attorney-In-Fact

APPROVED AS TO FORM

By: Michael Gates, City Attorner

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SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership

By: J.F. SHEA, G.P.,

a Delaware general partnership,

Its: General Partner

By: JFS Management, L.P., a Delaware limited partnership

Its: General Partner

By: J.F. Shea Construction Management, Inc.,

a California corporation,

Its: General Partner

By: Bl D:

Name:

Brooke Doi

Title: Authorized Agent

By: \_\_\_\_ Name:

James Holas

Title: