

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

465B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

SUBJECT: Approval of Subdivision Improvement Agreements for **Tract 30241-5**
A Schedule "A" Subdivision in the Temescal Canyon Area

June 24, 2010

RECOMMENDED MOTION: That the Board approve the Improvement Agreements and Securities as approved by County Counsel for Tract 30241-5.

BACKGROUND: The developer desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Council.

REVIEWED BY EXECUTIVE OFFICE

DATE 6/29/10
Tina Grande
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
DATE 6/10
BY: ELENA M. BOEVA

Juan C. Perez
Director of Transportation

HS:lf
Submittals: Vicinity Map
Road/Drainage Imprv Agrmts

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 06/07/05 - 2.29

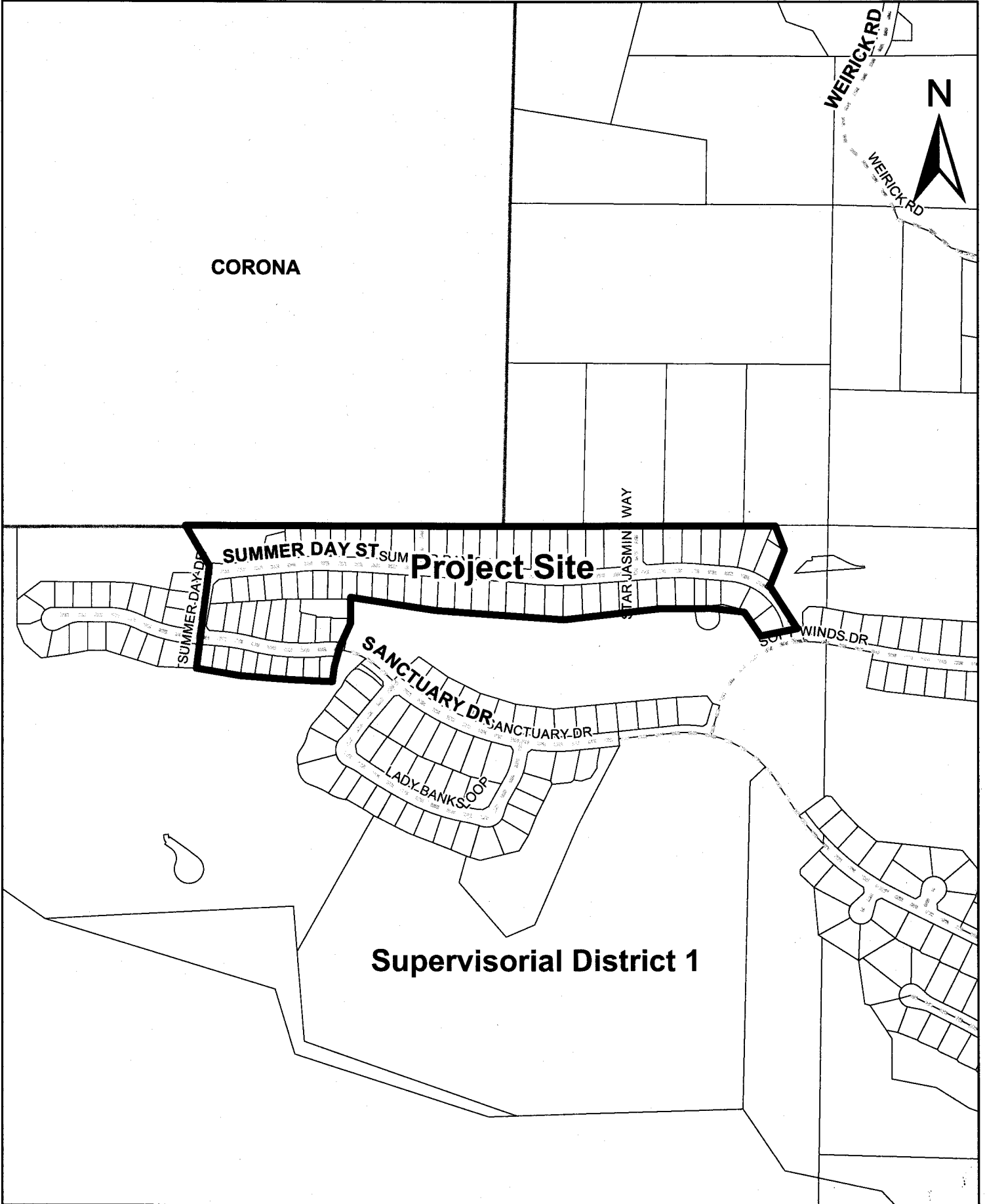
District: 1

Agenda Number:

2.16

0 255 510 1,020 Feet
1 inch = 500 feet

Tract 30241-5 Vicinity Map



**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Byland Homes of California Inc, a Delaware Corporation hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 30241-5**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Six hundred forty thousand and no/100 Dollars (\$640,000.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

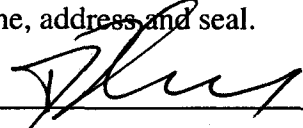
County

Contractor

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

RYLAND HOMES
1250 Corona Pointe Ct. Ste. 100
Corona, CA 92879

IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By 

Title Dave Casey, Vice President

By 

Title Anthony Saladino, Asst. Vice-President

COUNTY OF RIVERSIDE

By _____

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By _____
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Acknowledgment

STATE OF CALIFORNIA }
 }ss.
COUNTY OF RIVERSIDE }

On May 14, 2010 before me, P. Boross, Notary Public,

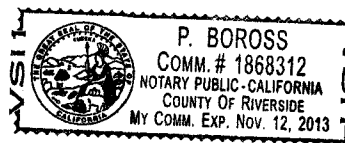
Personally appeared Anthony Saladino & Dale F. Casey,

who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted executed the instrument.

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 P. Boross
P. Boross Notary Public



Commission Expires: November 12, 2013
Notary Name: P. Boross
Notary Registration Number: 1868312

Notary Phone: 951 897-6013
County of Principal Place of Business: Riverside