

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

807B



FROM: TLMA - Transportation Department


SUBMITTAL DATE:

SUBJECT: Approval of Final Tract 32813
A Schedule "A" Subdivision in the Rancho California Area, Supervisorial District 3

RECOMMENDED MOTION: That the Board of Supervisors approve the Improvement Agreements and Securities as approved by County Counsel, approve the final map and authorize the Chairman to sign the Improvement Agreements and map for Parcel Map 32813.

BACKGROUND: Tentative Tract Map 32813 was approved by the Board of Supervisors on May 8th, 2007. This final map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances obtained to allow for the recordation of the final map.

(continued)



Juan C. Perez
Director of Transportation and Land Management

HS:lf
Submittals: Final Map
Road/Drainage Imprmnt Agrmts
Water System Imprmnt Agrmts
Sewer System Imprmnt Agrmts
Monumentation Agrmts

FORM APPROVED COUNTY COUNSEL
 BY:  SUNSHINE SYKES
 DATE: 5/6/13
 Departmental Concurrence
 REVIEWED BY EXECUTIVE OFFICE
 DATE: 6/6/13
 Tina Grande

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

SUBMITTED TO BOARD OF SUPERVISORS
 RECEIVED RIVERSIDE COUNTY

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 Counsel. All costs for improvements will be the responsibility of the developer. Securities posted by RLI Insurance Company are as follows:

- \$1,462,000 - Bond #CMS262794 for the completion of street improvements
- \$220,500 - Bond #CMS262794 for the completion of the water system
- \$183,500 - Bond #CMS262794 for the completion of the sewer system
- \$94,400 - Bond #CMS262795 for the completion of the monumentation



VICINITY MAP

TR-32813

SEC. 23, TWP. 8S, RNG. 2W

Supervisorial District: 3 (Jeff Stone)

**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 D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., hereinafter called Contractor. a California corporation

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 32813**, 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 **One million four hundred sixty-two thousand and no/100 Dollars (\$1,462,000.00)**.

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

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

Contractor


D.R. HORTON LOS ANGELES HOLDING CO., INC.
2280 Wardlow Circle #100
Corona, CA 92880
Attn: Kim Molina

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

By: D.R. Horton Los Angeles
Holding Co., Inc.

By 

Title DAVID STEARN, VICE PRESIDENT

By 

Title Asst. Secretary

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

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Corona }ss
}

On 12/11/12 before me
Kimberly N. Molina, Notary Public,
personally appeared David Stearn and Barbara M. Murakami

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 Kimberly N. Molina



(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

