

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

308B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 6, 2013

SUBJECT: Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118)
Schedule "A" Subdivisions in the French Valley Area
Extension of Time Agreements/Substitution of Securities/New Owners

RECOMMENDED MOTION: That the Board of Supervisors approve the attached agreements (which grant an extension of time for twelve months to complete improvements).

BACKGROUND: On October 16, 2006, the County entered into agreements with Silver Oaks, LLC for the improvement of streets and the installation of a water and sewer system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Western Insurance Company as follows:

- \$1,069,000 - Bond #CWS70558 for the completion of street improvements
- \$284,000 - Bond #CWS70559 for the completion of the water system
- \$85,000 - Bond #CWS70560 for the completion of the sewer system

(Continued)

Patricia Romo
Assistant Director of Transportation

Juan C. Perez
Director of Transportation
and Land Management

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

REVIEWED BY EXECUTIVE OFFICE
DATE 6/10/13 rmg Tina Grande
FORM APPROVED COUNTY COUNSEL
BY: SUNSHINE S. SYKES
DATE 5/21/13
Department Concurrence

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

2013 JUN 11 6:52:28

RECEIVED BY EXECUTIVE OFFICE

The Honorable Board of Supervisors

RE: Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118)

Page 2 of 2

The required improvements have been partially completed in accordance with the approved plans. Meritage Homes of California, Inc. has substituted new, reduced securities for this project, posted by Lexon Insurance Company as follows:

\$950,000 - Bond #1083754 for the completion of street improvements

\$85,200 - Bond #1083754 for the completion of the water system

\$25,500 - Bond #1083754 for the completion of the sewer system

Meritage Homes of California, Inc. requests an extension of time for the completion of Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118). The agreements for the extension of time and the substitution of securities have been approved by County Counsel.



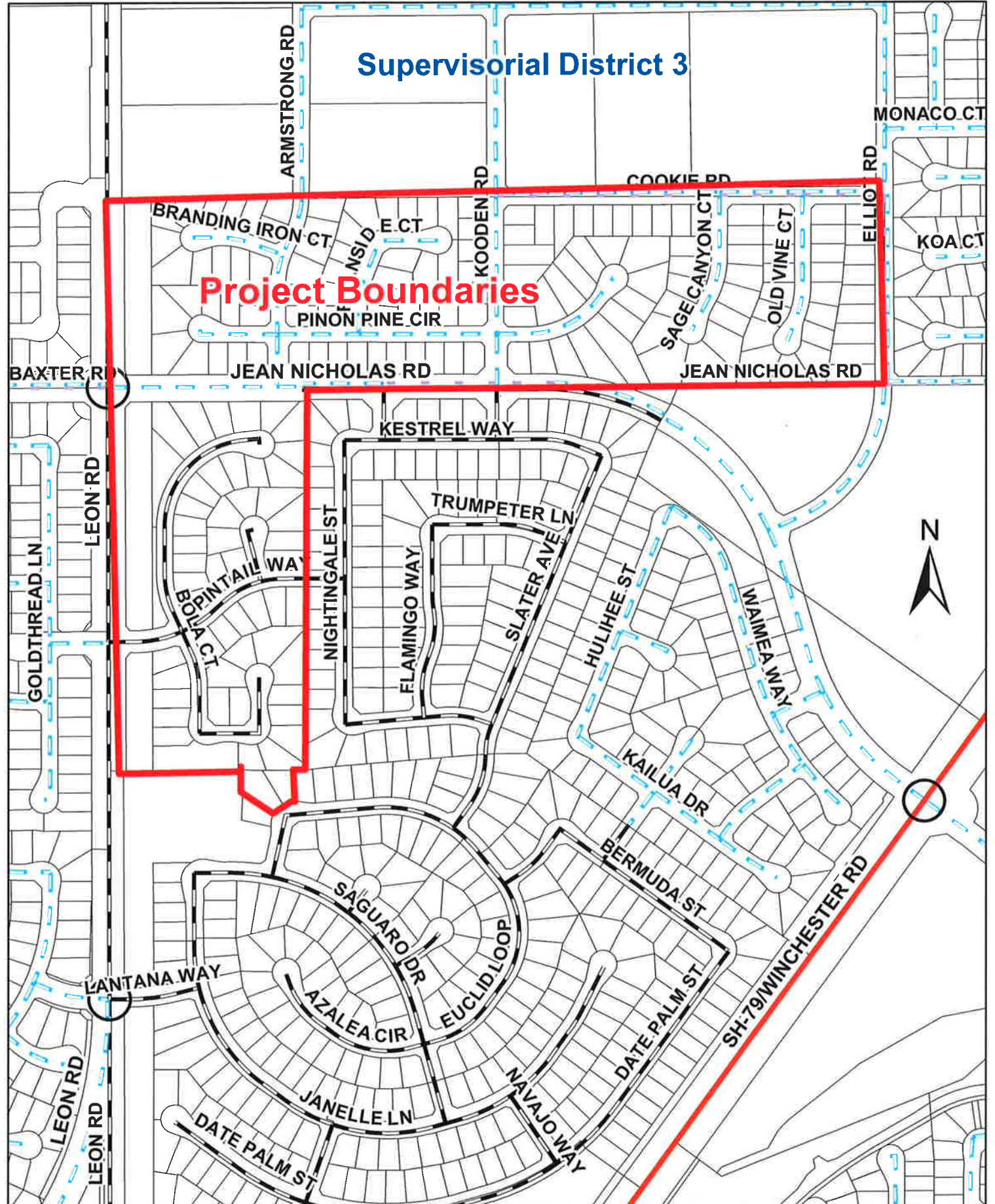
Miscellaneous Case 3992

Vicinity Map

Orthophotos Flown 4/09 (WR, CV) or 4/07 (REMAP, Blythe)
Printed by rfalhur on 4/25/11

Supervisory District 3

Project Boundaries



**** NEW OWNERS ****

**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 Meritage Homes of CA, INC., hereinafter called Contractor.
1250 Corona Pointe Ct. Ste. 210
Corona, CA 92879

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118)**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **12** 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 **Nine hundred fifty thousand and no/100 Dollars (\$950,000.00)**.

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.

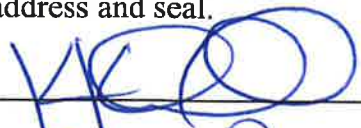
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

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
Meritage Homes of CA, INC.
1250 Corona Pointe Ct. Ste. 210
Corona, CA 92879

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

By  _____
Title Division President

By _____

COUNTY OF RIVERSIDE

Title _____

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

Revised 03/31/09 Revised 03/31/09

ACKNOWLEDGMENT

(In accordance with Section 1189 of the California Civil Code)

State of California

County of Riverside} ss.

On February 13, 2013 before me, Katherine L Chavez, Notary Public, personally appeared Kevin Kimball, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person 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 *Katherine Chavez*
Katherine L Chavez, Notary Public, # 1837848
(My Commission Expires Feb 22, 2013)

(seal)

SECRETARY'S CERTIFICATE

MERITAGE HOMES OF CALIFORNIA, INC.

I, C. Timothy White, do hereby certify that I am the duly appointed Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation (the “Company”).

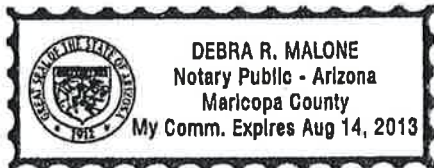
I also do hereby certify that Kevin Kimball is the duly appointed Division President of the Southern California Division of the Company, and has been authorized, by and on behalf of the Company, to execute: (i) documents, contracts, and agreements relating to the sale of completed homes (attached and detached), including deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions; (ii) documents, contracts, and agreements relating to the acquisition of real property, including land acquisition contracts, purchase contracts, option contracts, and related ancillary documents (such as deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions); (iii) documents, contracts, and agreements relating to land planning and development, such as easements, declarations of covenants, conditions, and restrictions/condominium declarations, joint development agreements, development agreements, and contracts and agreements with contractors, subcontractors, vendors and other third parties; (iv) contracts and agreements with subcontractors and other vendors relating to housing product and construction; and (v) general and other contracts and agreements (related to Officer’s responsibilities) with vendors, service providers, and other third parties in the ordinary course of business.

Dated: January 12th, 2011

By: C. Timothy White
Name: C. Timothy White
Title: Executive Vice President –
Secretary and General Counsel

STATE OF ARIZONA)
)
) ss.
COUNTY OF MARICOPA)

The foregoing Certificate was acknowledged before me this 12th day of January, 2011, by C. Timothy White, Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation, on behalf thereof.



Debra R. Malone
Notary Public