

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



208 B

**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
July 11, 2016

**SUBJECT:** Approval of the Final Map for Tract **31444-1**, a Schedule "D" Subdivision in the Rancho California Area. 3<sup>rd</sup> District; [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the One Year Maintenance Agreements and Securities as approved by County Counsel; and
2. Approve the Final Map; and
3. Authorize the Chairman of the Board of Supervisors to sign the Maintenance Agreements and Final Map for Tract Map 31444-1.

**BACKGROUND:**

**Summary**

Tract 31444-1 was approved by the Board of Supervisors on January 31, 2006, as Agenda 16-6. Tract 31444-1 is a 75.06 acre subdivision that is creating 4 new lots in the Rancho California Area. 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 have been obtained to allow for the recordation of the final map.

Patricia Romo  
Director of Transportation

HS:lf  
Submittals: Vicinity Map  
Road/Drainage Maintenance Agreements

FORM APPROVED COUNTY COUNSEL 7/12/16  
BY: GREGORY P. PRIAMOS DATE

REVIEWED BY EXECUTIVE OFFICE  
DATE 7/14/16  
Tina Grande  
Departmental Concurrence

Dep't Recomm.:	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Policy
Per Exec. Ofc.:	<input type="checkbox"/>	Consent	<input type="checkbox"/>	Policy

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approval of the Final Map for Tract **31444-1**, a Schedule "D" Subdivision in the Rancho California Area. 3<sup>rd</sup> District; [\$0]  
**DATE:** July 11, 2016  
**PAGE:** 2 of 2

**BACKGROUND:**

**Summary (continued)**

Government Code Section 66458 directs the Board to approve a final map, without any discretion, if the map conforms to all the requirements of the Subdivision Map Act and local ordinances applicable at the time of approval or conditional approval of the tentative map.



NOT TO SCALE

**VICINITY MAP**  
**TRACT MAP 31444-1**  
SEC. 24 & 25 TWP. 7S., RNG. 2W.  
Supervisory District: 3

**AGREEMENT FOR ONE YEAR GUARANTEE AND  
MAINTENANCE OF ROAD/DRAINAGE IMPROVEMENTS  
(Government Code Section 66499.3 (d))**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Graperoad, LLC, 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 31444-1**, hereby agrees, at Contractor's own cost and expense, to maintain all road and drainage improvements which have been completed in accordance with those road plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department, for a period of one year following the execution of this agreement by the County. Contractor further agrees during this one year period to repair or replace, to the satisfaction of the County Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Thirty thousand thirty-four and no/100 Dollars (\$30,034.00)**.

SECOND: Contractor agrees that, if suit is brought upon this agreement or any bond for the guarantee 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 as necessary to enforce the terms of this agreement.

FIFTH: The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of

Contract No. 16-07-003  
Riverside Co. Transportation

Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law.

EIGHTH: It is further agreed that Contractor has filed with County a good and sufficient security to guarantee and maintain the road and drainage improvements in an amount not less than the estimated costs in Paragraph First, as provided by Section 17.1 of Riverside County Ordinance 460. If the security, in the opinion of the Transportation Director, becomes insufficient, Contractor agrees to renew each and every said security with good and sufficient sureties or increase the amount of said securities, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient.

NINTH: 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.

TENTH: 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  
Graperoad, LLC  
30343 Canwood Street #206  
Agoura Hills, CA 91303

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

By Graperoad, LLC  
REI Management Company  
It's Manager

  
\_\_\_\_\_  
Claudio Ponte, 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

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.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of Ventura )

On April 19, 2016 before me, Leah Nadine Schmitt, Notary Public,  
(here insert name and title of the officer)

personally appeared Claudio Ponte

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 \_\_\_\_\_

(Seal)



## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer(s)     Signer(s) Thumbprint(s)

\_\_\_\_\_

**MAINTENANCE BOND**  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
(Government Code Section 66499.2)

FOR: Streets and Drainage \$ 30,034.00 Tract No. 31444-1  
Water System \$ 0.00 Parcel Map No.  
Sewer System \$ 0.00 Bond No. 651111M  
Premium N/A

Surety Developers Surety and Indemnity Company Principal Graperoad, LLC  
Address 17771 Cowan, Suite 100 Address 30342 Canwood St. #206  
City/State Irvine, California City/State Augora Hills, California  
Zip 92614 Zip 91301  
Phone 800-782-1546 Phone 818-706-8311

WHEREAS, the County of Riverside, State of California, and Graperoad, LLC

(hereinafter designated as "Principal") have entered into the attached agreement(s) whereby principal agrees to maintain the above designated public improvements for one year after completion and acceptance of the improvements relating to (Tract/Parcel Map) 31444-1, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the maintenance of said improvements;

NOW, THEREFORE, we the principal and Developers Surety and Indemnity Company, as surety, are held and firmly bound unto the County of Riverside in the penal sum of Thirty Thousand, Thirty-Four Dollars and No/100 Dollars (\$ 30,034.00 ) lawful money of the United States, for the payment of which sum will and truly 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 bonded 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 covenants, conditions 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 the County of Riverside, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.



**MAINTENANCE BOND**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the County of Riverside will accept the work and thereupon, the amount of the obligation is released.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on October 22nd, 2015.

NAME OF PRINCIPAL: Graperoad, LLC, By REI Management, Co., its manager, by

AUTHORIZED SIGNATURE(S): By:

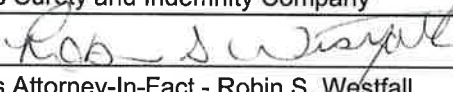
Title 

Title Claudio Ponte, President

Title \_\_\_\_\_

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Developers Surety and Indemnity Company

AUTHORIZED SIGNATURE:   
Its Attorney-In-Fact - Robin S. Westfall Title, Attorney-In-Fact

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Stephen G. Roddie, Robin S. Westfall, Corie Irving, Daniel Livsey, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



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 January 29, 2015 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

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 *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 18th day of April, 2016.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

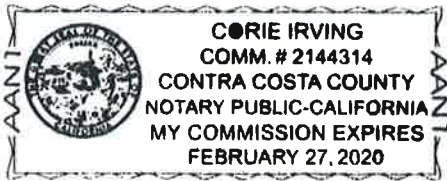
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Contra Costa }

On 04/18/16 before me, Corie Irving, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Robin S. Westfall  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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 Corie Irving  
Signature of Notary Public Corie Irving

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: Maintenance Bond#651111M

Document Date: 10/22/15 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
Developers Surety and  
Indemnity Company

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

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# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )  
County of Ventura )

On October 22, 2015 before me, Leah Nadine Schmitt, Notary Public,  
(here insert name and title of the officer)

personally appeared Claudio Ponte

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



(Seal)

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containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

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- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s)

Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_

Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer(s)     Signer(s) Thumbprint(s)