

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

725B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

April 29, 2010

SUBJECT: Miscellaneous Case 4034
A Subdivision in the Menifee Valley Area
Extension of Time Agreements/Substitution of Securities/New Owners

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


BACKGROUND: In October 2007, Pulte Home Corporation submitted agreements for the improvement of streets and the installation of a water system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Travelers Casualty and Surety Company of America as follows:

\$542,000 - Bond #104907290 for the completion of street improvements
\$362,000 - Bond #104907289 for the completion of the water system

Winchester Meadows, LLC has substituted new securities for this project, posted by Bond Safeguard Insurance Company as follows:

\$542,000 - Bond #5035470 for the completion of street improvements
\$362,000 - Bond #5035471 for the completion of the water system

Winchester Meadows, LLC requests an extension of time for the completion of Miscellaneous Case 4034. Our records indicate that this project is approximately 0% completed for streets and utility work. The agreements for the extension of time and the substitution of securities have been approved by County Counsel.


Juan C. Perez
Director of Transportation


HS:lf

Submittals: Vicinity Map
Road/Drainage Imprmnt Agrmts
Water System Imprmnt Agrmts

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 18, 2010
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.

District: 3

Agenda Number:

2.26

DATE

5/6/2010
Tina Grande
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL

☐ Policy

☒ Consent

Dep't Recomm.:

☒ Consent

Per Exec. Ofc.:

DATE

4/11/10
ELENA M. BOEVA

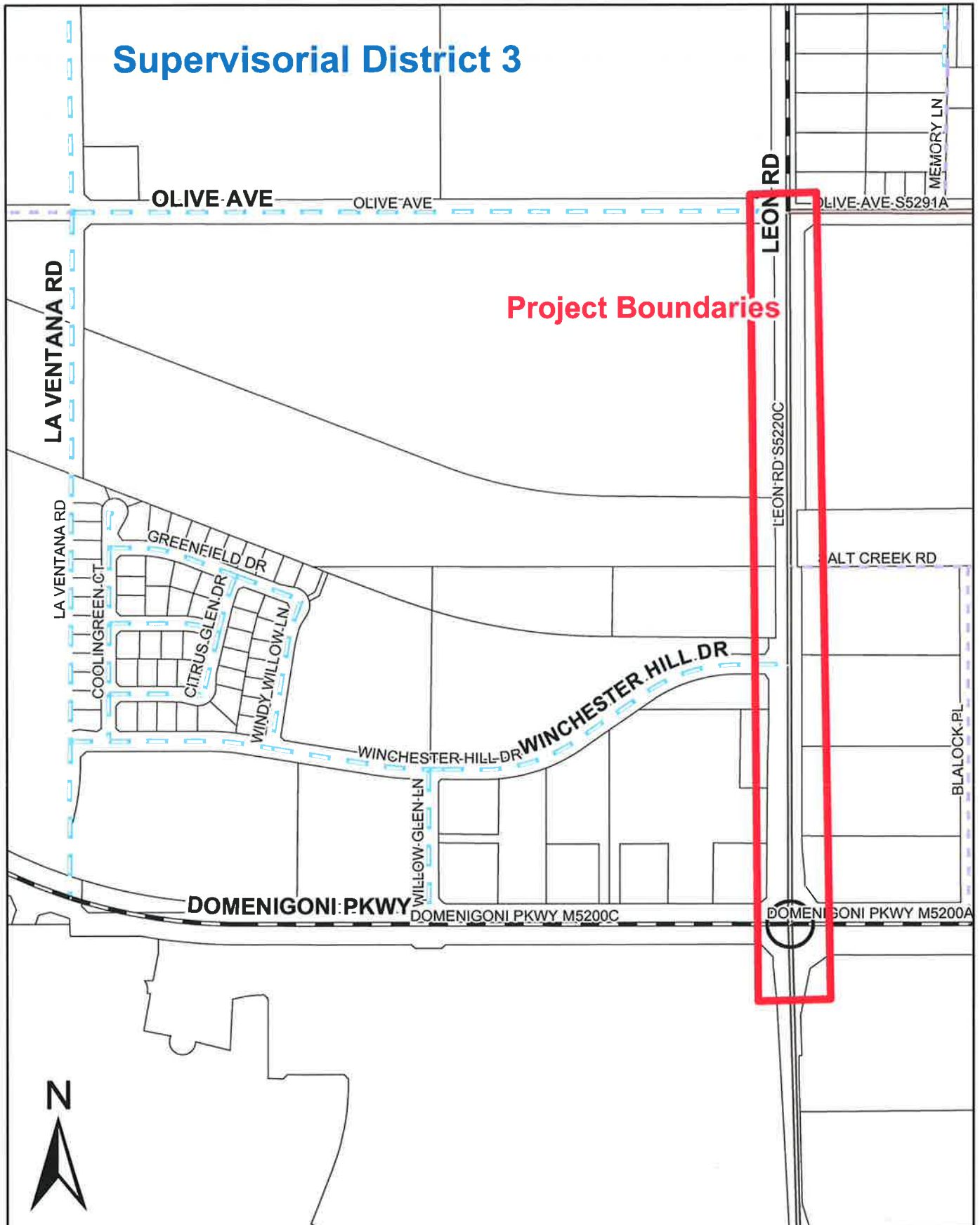
0 270 540 1,080 Feet

1 inch = 500 feet

Printed by Ifoster on 12/8/09

Miscellaneous Case 4034

Vicinity Map



**** NEW OWNER ****

EXTENSION OF TIME

**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 Winchester Meadows, 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 **Miscellaneous Case 4034**, 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 **Five hundred forty-two thousand and no/100 Dollars (\$542,000.00)**.

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.

FIFTH: The Contractor 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 Contractor 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 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 it. 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. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

Contractor

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

Winchester Meadows, LLC
22861 Tindaya
Mission Viejo, CA 92692

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

Winchester Meadows, LLC
a California Limited Liability Co.
By: R.K.E. Companies, Inc., a
California corporation

By Robert W. Love
Robert W. Love, President
Title _____

By _____
Title _____

COUNTY OF RIVERSIDE

Marion Ashley
CHAIRMAN, BOARD OF SUPERVISORS **MARION ASHLEY**

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM

County Counsel

By Henri Bore

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

Revised 03/31/09

ACKNOWLEDGMENT

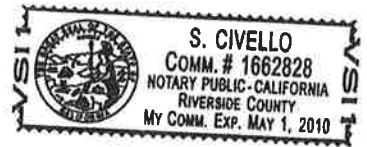
State of California
County of Riverside

On March 17, 2010, before me, S. Civello, Notary Public, personally appeared Robert W. Love, 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 signature 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 S. Civello (Seal)



**ACTION BY WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
R.K.E. COMPANIES, INC.,
a California Corporation**

The undersigned, the sole directors of R.K.E. Companies, Inc., a California corporation ("RKE"), hereby adopt the following resolutions effective as of August 20, 2009 pursuant to the bylaws of RKE and applicable law.

Winchester Meadows, LLC

WHEREAS, RKE is the sole Manager of Winchester Meadows, LLC, a California limited liability company ("Winchester"), pursuant to that certain Operating Agreement for Winchester; and

WHEREAS, RKE, as the Manager of Winchester, has the authorization, authority and power to execute on behalf of Winchester any and all instruments, agreements and such other documents (collectively, "Agreements") as RKE determines to be necessary or appropriate with respect to the business and affairs of Winchester including, without limitation, Agreements with respect to bonds.

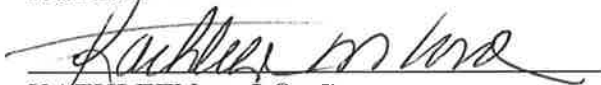
NOW, THEREFORE, IT IS HEREBY RESOLVED, that Robert W. Love, President of RKE, is authorized and ratified to sign any and all subdivision improvement agreements and surety bonds (including extension of time and one-year maintenance agreements) as necessary to complete subdivision improvements within the County of Riverside with respect to Winchester.

RESOLVED FURTHER, that Robert W. Love, President of RKE, is authorized and ratified to sign any and all additional Agreements with respect to Winchester on behalf of RKE as the Manager as may be determined to be necessary or appropriate with respect to the business and affairs of Winchester.

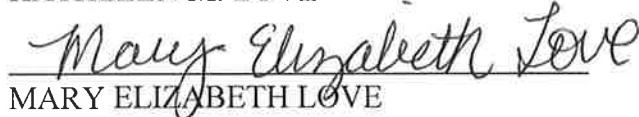
IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of August 20, 2009.



ROBERT W. LOVE



KATHLEEN M. LOVE



MARY ELIZABETH LOVE

**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

NAME AND ADDRESS SHEET

Please list the names and **business and residential addresses** of all persons who have executed the bonds and agreements, according to the partnership status of the entity (see pages 2 and 3 of this form) executing the bonds and agreements.

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
Robert W. Love - business	22861 Tindaya	Mission Viejo	CA	92692
	Home 28771 Woodchester Way	Menifee, CA		92584

**** NEW OWNER ****

EXTENSION OF TIME

**AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Winchester Meadows, 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 **Miscellaneous Case 4034**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **12** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, 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 **Three hundred sixty-two thousand and no/100 Dollars (\$362,000.00)**.

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 water system 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.

FIFTH: The Contractor 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 Contractor 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 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 it. 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. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

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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.

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2950 Washington Street
Riverside, CA 92504

Winchester Meadows, LLC
22861 Tindaya
Mission Viejo, CA 92692

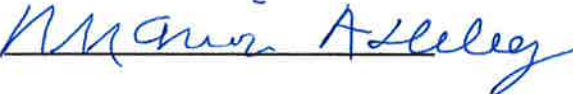
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

Winchester Meadows, LLC
a California Limited Liability Co.
By: R.K.E. Companies, Inc., a
California corporation

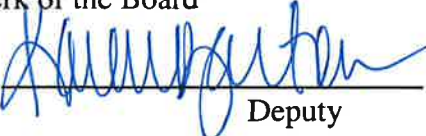
By 
Robert W. Love, President
Title _____

By _____
Title _____

COUNTY OF RIVERSIDE

By 
CHAIRMAN, BOARD OF SUPERVISORS **MARION ASHLEY**
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 TRIPPLICATE

ACKNOWLEDGMENT

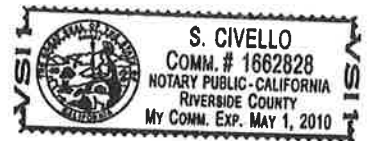
State of California
County of Riverside

On March 17, 2010, before me, S. Civello, Notary Public, personally appeared Robert W. Love, 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 signature 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  (Seal)



**ACTION BY WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF
R.K.E. COMPANIES, INC.,
a California Corporation**

The undersigned, the sole directors of R.K.E. Companies, Inc., a California corporation ("RKE"), hereby adopt the following resolutions effective as of August 20, 2009 pursuant to the bylaws of RKE and applicable law.

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WHEREAS, RKE is the sole Manager of Winchester Meadows, LLC, a California limited liability company ("Winchester"), pursuant to that certain Operating Agreement for Winchester; and

WHEREAS, RKE, as the Manager of Winchester, has the authorization, authority and power to execute on behalf of Winchester any and all instruments, agreements and such other documents (collectively, "Agreements") as RKE determines to be necessary or appropriate with respect to the business and affairs of Winchester including, without limitation, Agreements with respect to bonds.

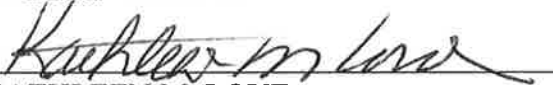
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RESOLVED FURTHER, that Robert W. Love, President of RKE, is authorized and ratified to sign any and all additional Agreements with respect to Winchester on behalf of RKE as the Manager as may be determined to be necessary or appropriate with respect to the business and affairs of Winchester.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of August 20, 2009.



ROBERT W. LOVE



KATHLEEN M. LOVE



MARY ELIZABETH LOVE

**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

NAME AND ADDRESS SHEET

Please list the names and **business and residential addresses** of all persons who have executed the bonds and agreements, according to the partnership status of the entity (see pages 2 and 3 of this form) executing the bonds and agreements.

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
Robert W. Love - business	22861 Tindaya	Mission Viejo	CA	92692
	Home 28771 Woodchester Way	Menifee, CA		92584

