

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

731 B



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**

**SUBJECT:** Tracts 30885, -1, -2, -3 (MS 4038)  
Schedule "A" Subdivisions in the Menifee Area

October 28, 2010

**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:** On January 29, 2010, the County entered into agreements with McMillin Morgan Hill, 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 Insurance Company of the West as follows:

- \$1,303,990 - Bond #2176501 for the completion of street improvements
- \$151,500 - Bond #2176501 for the completion of the water system
- \$15,500 - Bond #2176501 for the completion of the sewer system

Standard Pacific Corp. has substituted new securities for this project, posted by Berkley Regional Insurance Company as follows:

- \$1,303,990 - Bond #0153223 for the completion of street improvements
- \$151,500 - Bond #0153224 for the completion of the water system
- \$15,500 - Bond #0153225 for the completion of the sewer system **(Continued)**


  
\_\_\_\_\_  
Juan C. Perez  
Director of Transportation

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

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Tavaglione 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:** November 30, 2010  
**xc:** Transp., COB

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.**

**District: 3**

**Agenda Number:**

2.19

REVIEWED BY EXECUTIVE OFFICE

FORM APPROVED COUNTY COUNSEL

DATE 10/28/10  
Departmental Counsel  
Jennifer L. Sargeant

BY: ELENA M. BOEVA  
DATE 10/28/10

Policy

Consent

Dept's Recomm.:

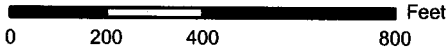
Policy

Consent

Per Exec. Ofc.:

The Honorable Board of Supervisors  
RE: Tracts 30885, -1, -2, -3 (MS 4038)  
Page 2 of 2

Standard Pacific Corp requests an extension of time for the completion of Tracts 30885, -1, -2, -3 (MS 4038). 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.



1 inch = 400 feet

Printed by Ifoster on 12/10/09

# Trs 30885, -1, -2, -3 MS 4038

## Vicinity Map

### Supervisorial District 3

TEMECULA

MORGAN HILL DR

Project Boundaries

SH-79

ANZA RD

ANZA RD

CALLE LINDA

ANZA RD

COPPOLA ST

CHAMPOUX CT

MADIGAN ST

DESANTE CT

COLLIER FALLS ST

PHIELPS ST

ECHOLON CT

HOURLGLASS ST

MADIGAN ST

REIDEL ST

SERDONIS ST

REVANA ST

HOURLGLASS ST

PIOCHO CT

VILLA HELENA ST

HOWELL MOUNTAIN ST

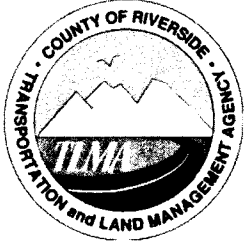
MORGAN HILL DR M9768

LAMBORN ST

MONTE VERDE RD

ANZA RD





**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**  
**Transportation Department**



*Juan C. Perez*  
Director of Transportation

October 18, 2010

McMillin Morgan Hill, LLC  
2750 Womble Road  
San Diego, CA 92106

RE: 100% Release of Securities for Tracts 30885, 30885-1, 30885-2, 30885-3 (MS  
4038)/Substitution of New Owners' Securities

Ladies and Gentlemen:

Attached, please find the 100% release of securities for the above referenced project. According to our records, all faithful performance, material and labor, and monumentation securities have now been released.

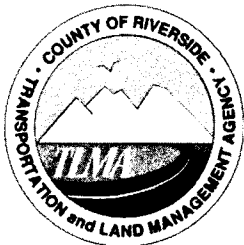
If you have any questions, please do not hesitate to call Laura Foster at (951) 955-2085.

Sincerely

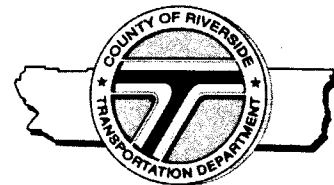
A handwritten signature in black ink that reads "Hugh Smith".

Hugh Smith  
Engineering Division Manager

HS:lf  
Attachment



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**



**Transportation Department**

*Juan C. Perez*  
*Director of Transportation*

October 18, 2010

Clerk of the Board of Supervisors  
County of Riverside  
County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

RE: Tracts 30885, 30885-1, 30885-2, 30885-3 (MS 4038) - 100% Release of  
Securities/Substitution of New Owners' Securities

Dear Sir:

On January 29, 2010, the County entered into agreements with McMillin Morgan Hill, 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 and material and labor securities posted by Insurance Company of the West as follows:

- \$1,303,990 - Bond #2176501 for the completion of street improvements (faithful performance)
- \$651,995 - Bond #2176501 for the completion of street improvements (material and labor)
- \$151,500 - Bond #2176501 for the completion of the water system (faithful performance)
- \$75,750 - Bond #2176501 for the completion of the water system (material and labor)
- \$15,500 - Bond #2176501 for the completion of the sewer system (faithful performance)
- \$7,750 - Bond #2176501 for the completion of the sewer system (material and labor)

Standard Pacific Corp has substituted new securities for this project, posted by Berkley Regional Insurance Company as follows:

- \$1,303,990 - Bond #0153223 for the completion of street improvements (faithful performance)
- \$651,995 - Bond #0153223 for the completion of street improvements (material and labor)
- \$151,500 - Bond #0153224 for the completion of the water system (faithful performance)
- \$75,750 - Bond #0153224 for the completion of the water system (material and labor)
- \$15,500 - Bond #0153225 for the completion of the sewer system (faithful performance)
- \$7,750 - Bond #0153225 for the completion of the sewer system (material and labor)

Clerk of the Board of Supervisors

RE: Tracts 30885, 30885-1, 30885-2, 30885-3 (MS 4038) - 100% Release of Securities/Substitution  
of New Owners' Securities

October 18, 2010

Page 2

Therefore, the following securities, posted by McMillin Morgan Hill, LLC and Insurance Company  
of the West, are hereby released:

\$1,303,990 - Bond #2176501 for the completion of street improvements (faithful performance)

\$651,995 - Bond #2176501 for the completion of street improvements (material and labor)

\$151,500 - Bond #2176501 for the completion of the water system (faithful performance)

\$75,750 - Bond #2176501 for the completion of the water system (material and labor)

\$15,500 - Bond #2176501 for the completion of the sewer system (faithful performance)

\$7,750 - Bond #2176501 for the completion of the sewer system (material and labor)

Sincerely,



Hugh Smith  
Engineering Division Manager

HS:lf

**\*\* NEW OWNERS \*\***

**\*EXTENSION OF TIME\***

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

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Standard Pacific Corp. 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 **Tracts 30885, 30885-1, 30885-2, 30885-3 (MS 4038)**, 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 sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those 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. 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 and accepted by the above-named agency into its sewer system. 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. The estimated cost of said work and improvements is the sum of **Fifteen thousand five hundred and no/100 Dollars (\$15,500.00)**.

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.

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.



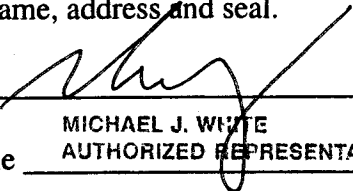
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if 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  
Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504


Contractor  
Standard Pacific Corp.  
255 E Rincon St, Ste 200  
Corona, CA 92879

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

By   
MICHAEL J. WHITE  
Title AUTHORIZED REPRESENTATIVE

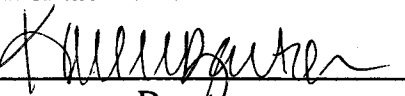
By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By   
MARION ASHLEY  
CHAIRMAN, BOARD OF SUPERVISORS

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Riverside

On April 20, 2010 before me, Sarah McPherson, Notary Public personally appeared Michael J. White 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 law of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Sarah McPherson



-----OPTIONAL-----

**Description of Attached Document**

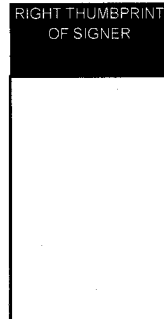
Title or Type of Document: Extension of Time Agreement  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

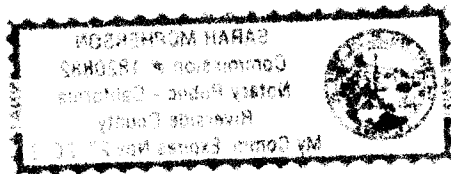
**Capacity(ies) Claimed By Signer**

Signer's Name: Michael J. White

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

Signer Is Representing: Standard Pacific Corp.





**\*\* NEW OWNERS \*\***

**\*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 Standard Pacific Corp. 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 Tracts 30885, 30885-1, 30885-2, 30885-3 (MS 4038), 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 One hundred fifty-one thousand five hundred and no/100 Dollars (\$151,500.00).

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.

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.

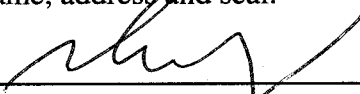
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if 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  
Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Contractor  
Standard Pacific Corp.  
255 E Rincon St, Ste 200  
Corona CA 92879

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

By   
MICHAEL J. WHITE  
Title AUTHORIZED REPRESENTATIVE

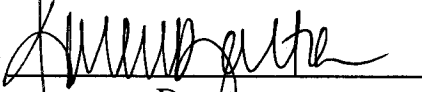
By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By   
MARION ASHLEY  
CHAIRMAN, BOARD OF SUPERVISORS


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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Riverside

On April 20, 2010 before me, Sarah McPherson, Notary Public personally appeared Michael J. White 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 law of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Sarah McPherson



-----OPTIONAL-----

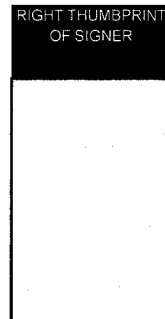
**Description of Attached Document**

Title or Type of Document: Extension of Time Agreement  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

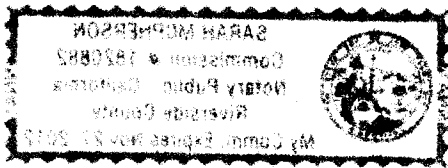
**Capacity(ies) Claimed By Signer**

Signer's Name: Michael J. White

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



Signer Is Representing: Standard Pacific Corp.





**\*\* NEW OWNERS \*\***

**\*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 Standard Pacific Corp., 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 Tracts 30885, 30885-1, 30885-2, 30885-3 (MS 4038), 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 **One million three hundred three thousand nine hundred ninety and no/100 Dollars (\$1,303,990.00)**.

**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.

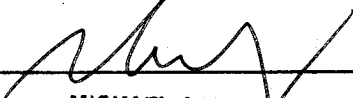
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if 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  
Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Contractor  
Standard Pacific Corp.  
255 E Rincon St, Ste 200  
Corona CA 92879

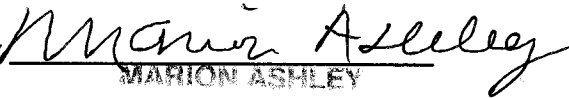
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By   
MICHAEL J. WHITE  
Title AUTHORIZED REPRESENTATIVE

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By   
MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Riverside

On April 20, 2010 before me, Sarah McPherson, Notary Public personally appeared Michael J. White 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~~<sup>they</sup> executed the same in his/~~her~~<sup>their</sup> authorized capacity(ies), and that by his/~~her~~<sup>their</sup> 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 law of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Sarah McPherson



-----OPTIONAL-----

**Description of Attached Document**

Title or Type of Document: Extension of Time Agreement  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed By Signer**

Signer's Name: Michael J. White

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

Signer Is Representing: Standard Pacific Corp.

