

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

7308



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**

**SUBJECT:** Tracts 30885-1 and 30885-2 (MS 4032)  
Schedule "A" Subdivisions in the Temecula Area  
**Extension of Time Agreements/Substitution of Securities/New Owners**

October 28, 2010

**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, 2011, the Board entered into agreements with McMillin Morgan Hill, LLC for the improvement of streets within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Insurance Company of the West as follows:

\$967,240 - Bond #2176500 for the completion of street improvements

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

\$967,240 - Bond #0153226 for the completion of street improvements

Standard Pacific Corp requests an extension of time for the completion of Tracts 30885-1 and 30885-2 (MS 4032). 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 G. Perez*  
\_\_\_\_\_  
Juan G. Perez  
Director of Transportation

HS:lf  
Submittals: Vicinity Map  
Road/Drainage 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: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.

District: 3

Agenda Number:

2.20

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

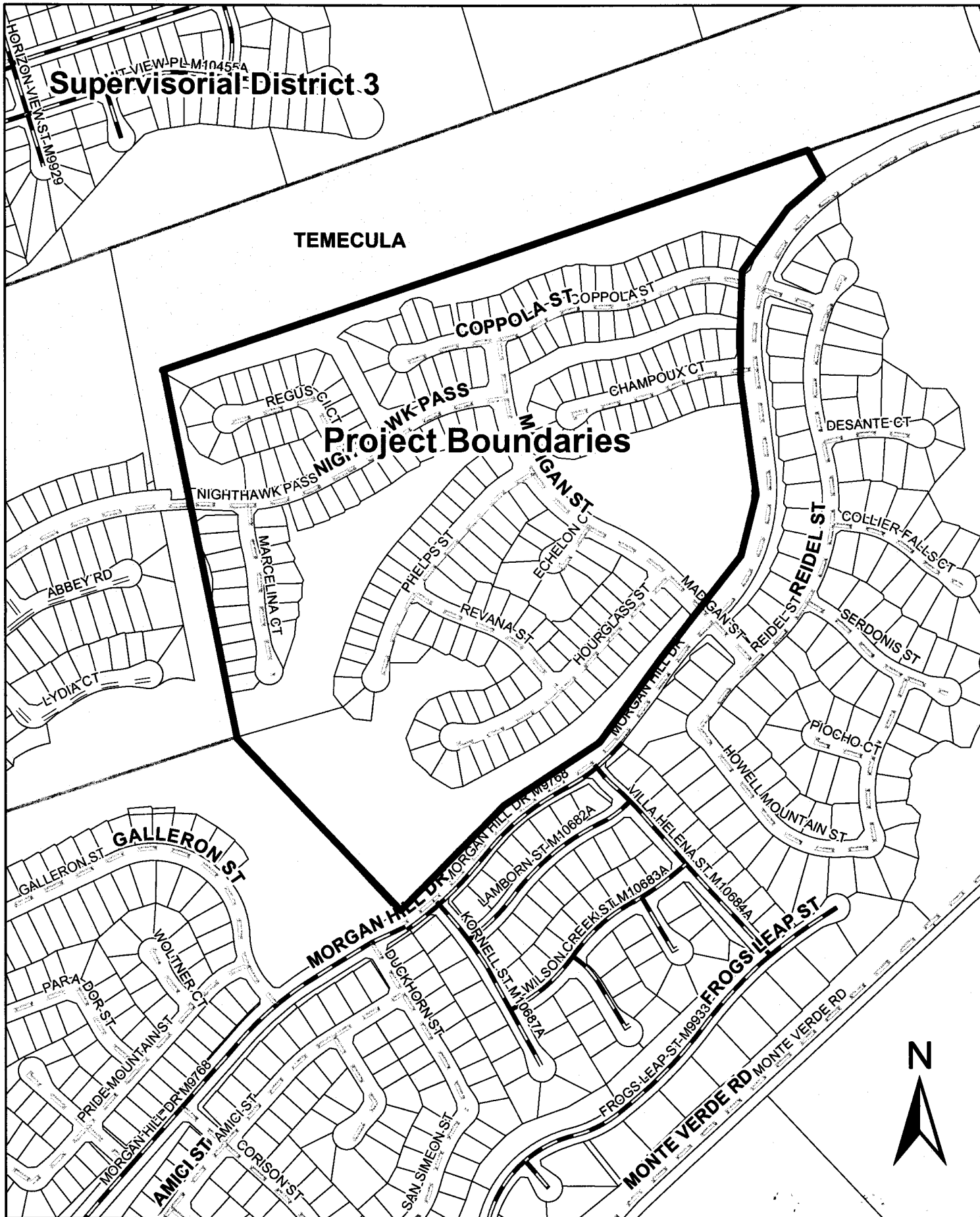
REVIEWED BY EXECUTIVE OFFICE  
*Jennifer L. Sargent*  
DATE  
Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL  
BY: *Elena M. Boeva* 10/14/10  
DATE  
ELENA M. BOEVA

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

# Tracts 30885-1 and 30885-2 (MS 4032) Vicinity Map

0 212.5 425 850 Feet  
1 inch = 417 feet



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 1 and 2 of this form) executing the bonds and agreements.

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
Michael White	30780 Sorrel Ln.	Canyon Lake	CA	92587 - Home
	255 E. Lincoln St. Ste. 200	Corona	CA	92879 - Work

**SECRETARY'S CERTIFICATE  
OF  
STANDARD PACIFIC CORP.**

I, the undersigned, hereby certify that I am Gina D. Delao, Assistant Secretary of Standard Pacific Corp., a company duly organized and existing under the laws of the State of Delaware (the "Company").

I further certify that the following Resolutions were duly adopted by the Executive Committee of the Board of Directors of the Company on July 31, 2009, are now in full force and effect, and have not been amended, modified or revoked:

**Standard Pacific of the Inland Empire**

RESOLVED, that notwithstanding the fact that the Inland Empire division of the Company is not a separate legal entity, the following individuals will serve as officers of the division, in replacement of any and all officers previously designated:

August Belmont	Division President
Neil A. Weiderhaft	Vice President - Finance
Jeffrey Buffington	Vice President - Customer Service
Martin P. Langpap	Vice President - Land Acquisition
Jeffrey R. Sands	Vice President - Purchasing
Steven Seibert	Vice President - Construction
Michael J. White	Vice President - Project Management
Lorrie A. Yates	Vice President - Sales & Marketing
Samantha Fang	Controller

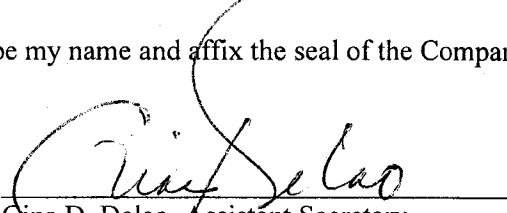
RESOLVED FURTHER, that the above-listed persons be, and each of them hereby is, authorized to negotiate, approve, execute and deliver, either as designated officers of the division or as authorized representatives of the Company, warranty deeds, land purchase and option agreements, joint venture agreements, financing agreements, development, land use and other entitlement applications and agreements, and all other agreements and documents relating to the real estate development and construction business conducted by this Company, in such counties or areas in which such division may from time to time conduct business; and

RESOLVED FURTHER, that the above-listed persons be, and each of them hereby is, authorized and directed to execute, deliver and file, as appropriate, such certificates, affidavits, agreements and other documents, including a Fictitious Business Name Statement identifying such person's division as a division of this Company, and such other documentation as may be deemed necessary, desirable or appropriate to effectuate the purposes of these resolutions.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of the Company on this August 10, 2009.

(SEAL)



  
Gina D. Delao, Assistant Secretary

**\*\* 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 30885-1 and 30885-2 (MS 4032), hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 12 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Nine hundred sixty-seven thousand two hundred forty and no/100 Dollars (\$967,240.00).

**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.

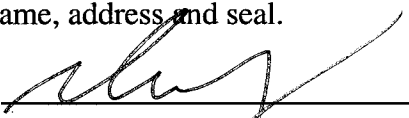
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

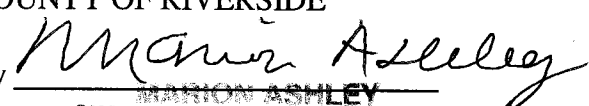
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

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

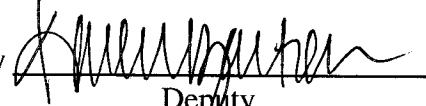
Contractor  
Standard Pacific Corp.  
255 E Rincon St Ste 200  
Corona CA 92879

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


By   
Title MICHAEL J. WHITE  
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

NOV 30 2010 2:20

**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-----

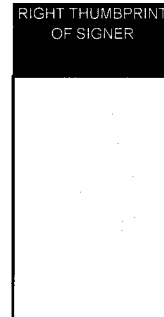
**Description of Attached Document**

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.



