

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

502 B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

SUBJECT: Tract 7676  
A Schedule "C" Subdivision in the Winchester Area  
Extension of Time Agreements/Substitution of Securities/New Owners


December 28, 2011

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

BACKGROUND: On March 28, 2000, the Board entered into agreements with Hill Country, S.A., Ltd. for the improvement of streets within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Kemper Insurance Company Insurance Company as follows:

\$98,000 - Bond #3SM91608300 for the completion of street improvements  
\$6,000 - Bond #3SM91708400 for the completion of the monumentation

(Continued)


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

HS:lf  
Submittals: Vicinity Map  
Road/Drainage Imprmnt Agrmts  
Monumentation Agreements

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone 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: January 24, 2012  
xc: Transp., COB

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref. 03/28/00 - 2.5 | District: 3 | Agenda Number:

2.10

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

REVIEWED BY EXECUTIVE OFFICE

DATE 1/19/12 TMG  
Departmental Concurrence Tina Grande

FORM APPROVED COUNTY COUNSEL  
BY:  12-1-11  
DATE  
ELENA M. BOEVA

Dept's Recomm.:  Policy  Policy  
 Consent  Consent  
Per Exec. Ofc.:

The Honorable Board of Supervisors

RE: Tract 7676

Page 2 of 2

CV Communities, LLC. has substituted new securities for this project, posted by Ullico Casualty Company as follows:

\$98,000 - Bond #PHSB016000101 for the completion of street improvements

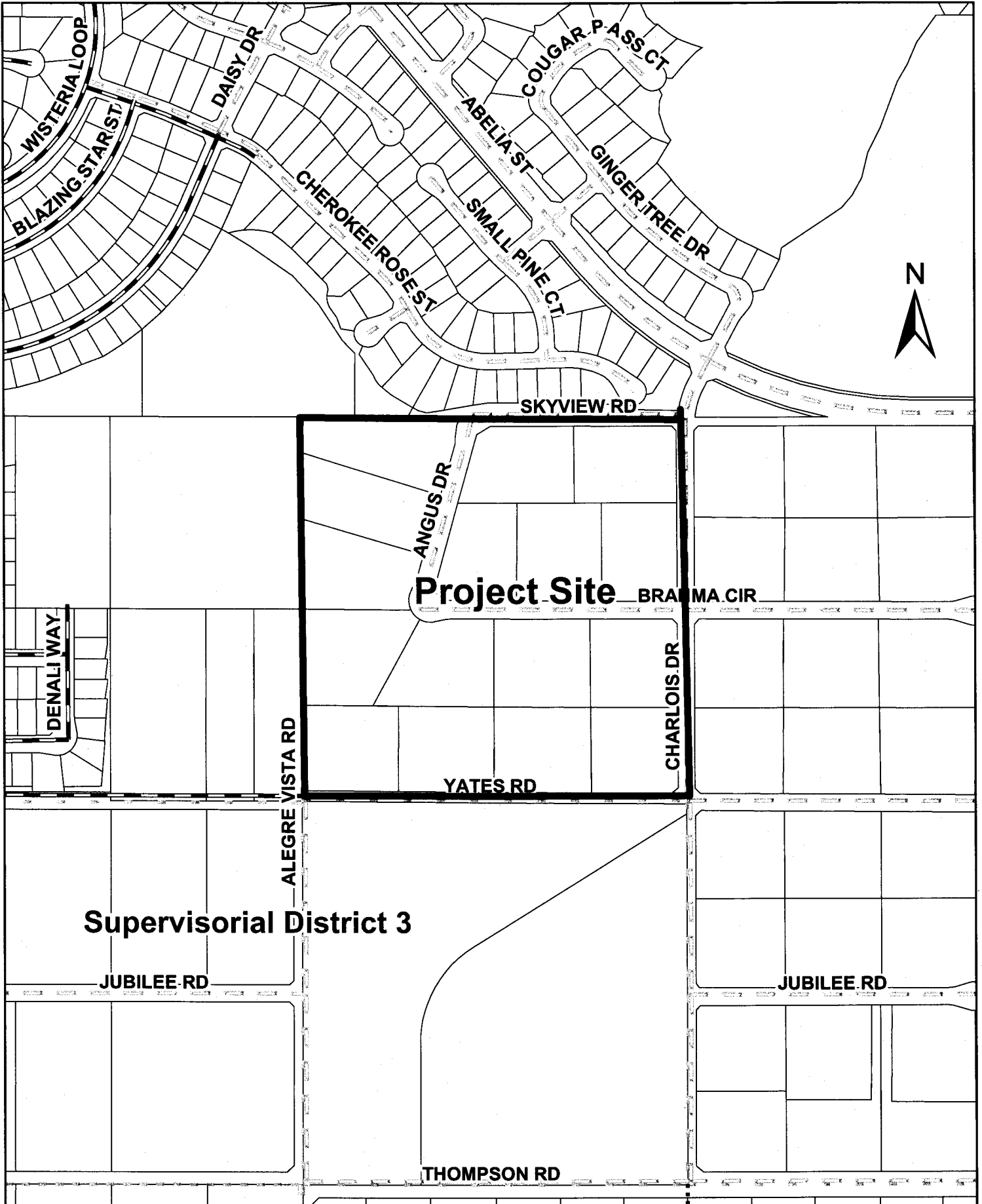
\$6,000 - Bond #PHSB016000102 for the completion of the monumentation

CV Communities, LLC. requests an extension of time for the completion of Tract 7676. 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.

# Tract 7676 Vicinity Map

0 212.5 425 850 Feet  
1 inch = 417 feet

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



**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> |
|------------------|------------------------------|-------------|--------------|------------|
| SCOTT HOMAN      |                              |             |              |            |
| BUS:             | 2850 REDHILL AVE, STE 200    |             |              |            |
|                  | SANTA ANA, CA 92705          |             |              |            |
|                  | 949-251-8057                 |             |              |            |
| HOME:            | 14202 RONDER PLACE           |             |              |            |
|                  | TUSTIN, CA 92780             |             |              |            |
| AUGUST BELMONT   |                              |             |              |            |
| BUS:             | 2850 REDHILL AVE. , STE. 200 |             |              |            |
|                  | SANTA ANA, CA 92705          |             |              |            |
|                  | 949-251-8057                 |             |              |            |
| HOME:            | 16 WEBER LANE                |             |              |            |
|                  | COTO DE CAZA , CA 92679      |             |              |            |
| MICHAEL J. WHITE |                              |             |              |            |
| BUS:             | 2850 REDHILL AVE. , STE. 200 |             |              |            |
|                  | SANTA ANA, CA 92705          |             |              |            |
|                  | 949-251-8057                 |             |              |            |
| HOME:            | 30780 SOLZEL CANYON LANE     | CA          |              | 92587      |
|                  | 951-232-9641                 |             |              |            |

**\*\* 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 CU COMMUNITIES 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 7676**, 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 **Ninety-eight thousand and no/100 Dollars (\$98,000.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.


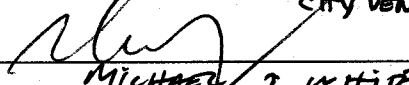
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

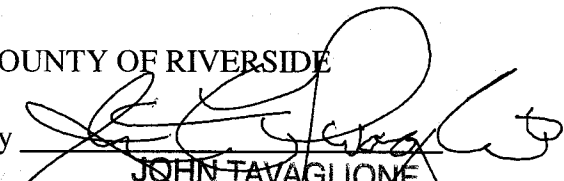
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

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

Contractor  
CV COMMUNITIES, LLC  
2850 REDHILL AVE, STE 200  
SANTA ANA, CA 92705

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

By   
AUGUST BELMONT  
Title PRESIDENT, CV COMMUNITIES, DELAWARE LLC  
CITY VENTURES, MANAGING MEMBER  
By   
MICHAEL J. WHITE  
Title VICE PRESIDENT, CV COMMUNITIES, DELAWARE LLC  
CITY VENTURES, MANAGING MEMBER

COUNTY OF RIVERSIDE  
By   
JOHN TAVAGLIONE  
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**

CIVIL CODE § 1189

State of California

County of Orange }

On 10/31/11 before me, Michelle Bohannon - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared August Belmont & Michael J. White  
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: Michelle Bohannon  
Signature of Notary Public

Place Notary Seal Above

**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 this form to another document.*

**Description of Attached Document** Extension of Time

Title or Type of Document: Agreement For The Construction of Road/Drainage Improvements

Document Date: \_\_\_\_\_ Number of Pages: 3

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

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

Signer's Name: August Belmont

Corporate Officer — Title(s): President

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

[Empty box for thumbprint]

Signer's Name: Michael J. White

Corporate Officer — Title(s): Vice President

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

[Empty box for thumbprint]

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

**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and CV COMMUNITIES LLL, 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 7676**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **12** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its Surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Six thousand and no/100 Dollars (\$6,000.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, 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



contain that particular part, term or provision held to be invalid.

NINTH: 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

CV COMMUNITIES, LLC  
2850 RED HILL AVE, STE. 200  
SANTA ANA, CA 92705

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

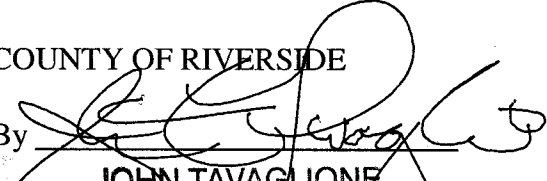
By   
AUGUST BELMONT

Title PRESIDENT, CV COMMUNITIES, A DELAWARE LLC  
CITY VENTURES, MANAGING MEMBER

By   
MICHAEL J. WHITE

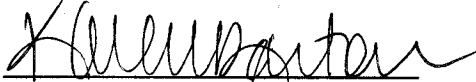
Title VICE PRESIDENT, CV COMMUNITIES, A DELAWARE LLC  
CITY VENTURES, MANAGING MEMBER

COUNTY OF RIVERSIDE

By   
JOHN TAVAGLIONE  
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

CIVIL CODE § 1189

State of California

County of Orange

On 10/31/11 before me, Michelle Bohannon - Notary Public

personally appeared August Belmont & 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 laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: Michelle Bohannon

Place Notary Seal Above

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 this form to another document.

Description of Attached Document Extension of Time

Title or Type of Document: Agreement For the Placement of Survey Monuments

Document Date: N/A Number of Pages: 3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: August Belmont

Corporate Officer - Title(s): President

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name: Michael J. White

Corporate Officer - Title(s): Vice President

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: