# REVIEWED BY EXECUTIVE OFFICE Departmental Concurre,

Policy

Consent

 $\boxtimes$ 

Dep't Recomm.:

Per Exec. Ofc.

## SUBMITTAL TO THE BOARD OF SUPERVISORS **COUNTY OF RIVERSIDE. STATE OF CALIFORNIA**

804B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

December 6, 2042

**SUBJECT:** Approval of Final **Tract 30696** 

A Schedule "A" Subdivision in the French Valley Area, Third District/Third District

**RECOMMENDED MOTION:** That the Board of Supervisors approve the Improvement Agreements and Securities as approved by County Counsel, approve the final map and authorize the Chairman to sign the Improvement Agreements and map for Tract 30696.

**BACKGROUND:** Tentative Tract Map 30696 was approved by the Board of Supervisors on August 10, 2005. This final map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances obtained to allow for the recordation of the final map.

The developer desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. Securities posted by General Insurance Company of America are as follows:

(continued)

Juan C. Perez

Director of Transportation and Land Management

HS:If

Submittals: Final Map

Road/Drainage Imprmnt Agrmts (onsite)

Water System Imprmnt Agrmts (onsite)

Sewer System Imprmnt Agrmts (onsite)

Monumentation Agrmts (onsite)

Road/Drainage Imprmnt Agrmts (offsite)

Sewer System Imprmnt Agrmts (offsite)

#### MINUTES OF THE BOARD OF SUPERVISORS

	On motion of Supervisor Stone, seconded by Supervisor unanimous vote, IT WAS ORDERED that the above matter is a	
Consent	Ayes: Buster, Tavaglione, Stone, Benoit and Ashley	

Nays:

None

Absent:

None

Date:

December 11, 2012

XC:

Transp., COB

Prev. Agn. Ref.

District: 3

Agenda Number:

Kecia Harper-Ihem

The Honorable Board of Supervisors RE: Final Tract 30696 Page 2 of 2

\$786,000 - Bond #TM5104511/01S00237 for the completion of street improvements (onsite) \$118,000 - Bond #TM5123573/011047484 for the completion of the water system (onsite) \$82,000 - Bond #TM5134257/011049497 for the completion of the sewer system (onsite) \$75,900 - Bond #TM5134256/011049496 for the completion of the monumentation \$207,500 - Bond #TM5134254/011049494 for the completion of street improvements (offsite) \$42,000 - Bond #TM5134255/011049495 for the completion of the sewer system (offsite)



# **VICINITY MAP**

TR-30696

SEC. 30 TWP. 6S RNG. 2W

**Supervisorial District: 3 (Jeff Stone)** 

# AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

This agreement, made and entered in	nto by and between the County of Rive	erside, State of California,
hereinafter called County, and	Riverside Mitland 03 LLC	<b>4</b>
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 30696 (Offsite Improvements)**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **24** 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 **Two hundred seven thousand five hundred and no/100 Dollars (\$207,500.00)**.

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 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, Contractorshall be in default of this agreement and notice of such default shall be served uponContractor. 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, Contractorshall 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

Riverside Mitland 03 LLC A Delaware limited liability company 3090 Bristol Street, Suite 220 Costa Mesa, CA 92626

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

Title Vice Presidas

Title Secretar

COUNTY OF RIVERSIDE

JOHN TAVAGLIØNE

CHAIRMAN; BOARD OF SUPERVISORS

KECIA HARPER-IHEM,

Clerk of the Board

APPROVED AS TO FORM

**County Counsel** 

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

CIVIL CODE § 1189 CIVIL CODE § 1189

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT On January Date before me, Catherine L. Mary H. Here Insert Name and Title of the Officer County of DRange who proved to me on the basis of satisfactory evidence to be the person(s) whose name(e) is/arepersonally appeared \_\_ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ber/their authorized capacity(iee), and that by his/her/their signature(e) on the instrument the person(a), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the CATHERINE L. MARSH laws of the State of California that the foregoing Commission # 1789165 Notary Public - California Orange County paragraph is true and correct. My Comm. Biplies Feb 14, 2012 WITNESS my hand and official seal. Though the information below is not required by law, it may prove valuable to persons relying on the document.

Though the information below is not required by law, it may prove valuable to persons relying on the document.

Though the information below is not required by law, it may prove valuable to persons relying on the document. Description of Attached Document Title or Type of Document: Document Date: \_\_ Signer(s) Other Than Named Above: \_\_ Signer's Name: ☐ Corporate Officer — Title(s): \_ Capacity(ies) Claimed by Signer(s) Top of thumb ☐ Partner — ☐ Limited ☐ General ☐ Individual Signer's Name: ☐ Corporate Officer — Title(s): \_ ☐ Attorney in Fact Top of thumb here ☐ Partner —☐ Limited ☐ General ☐ Individual ☐ Trustee ☐ Guardian or Conservator ☐ Attorney in Fact ☐ Other:

> Other: \_ m #590 2010 National Notary Association • NationalNotary or o • 1-800-US NOTARY (1-800-R76-6827) © 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Signer Is Representing:

☐ Trustee

☐ Guardian or Conservator

	Agent Andrews	
• • • • • • • • • • • • • • • • • • •		

County of ORANGE	
On January &6, Zoll hefore me C	therive L. Many H. Notary Public,  Here Insert Name and Title of the Officer  T. Chapman  Name (6) of Signer(s)
Date Delote tile,	Here Insert Name and Title of the Officer
personally appeared	Name of Signer(s)
	,
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(e) is/are.
	subscribed to the within instrument and acknowledged
	to me that he/she/they executed the same in
CATHERINE L. MARSH Commission # 1789165	his/her/their authorized capacity(iee), and that by
Notary Public - California	his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
Orange County My Comm. Expires Feb 14, 2012	person(s), or the entity upon behalf or which the person(s) acted, executed the instrument.
14,2012	
	I certify under PENALTY OF PERJURY under the
	laws of the State of California that the foregoing paragraph is true and correct.
	paragraph 10 1140 arra 00110011
	WITNESS my hand and official seal.
	WITNESS my hand and official seal.
Place Notes: Cost Abour	Signature asteen Marse
	Signature Signature of Notary Public Signature of Notary Public
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# AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS

This agreement, made and er	tered into by and between the County of Riverside, State of California	٠,
hereinafter called County, and _	Riverside Mitland 03 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 <a href="Tract-30696">Tract-30696</a> (Offsite Improvements)</a>, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within <a href="24">24</a> 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 <a href="Eastern Municipal Water District">Eastern Municipal Water District</a> 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 <a href="Forty-two thousand and no/100 Dollars">Forty-two thousand and no/100 Dollars</a> (\$42,000.00).

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, Contractorshall be in default of this agreement and notice of such default shall be served uponContractor. 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, Contractorshall 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

Riverside Mitland 03 LLC A Delaware limited liability company 3090 Bristol Street, Suite 220 Costa Mesa, CA 92626

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

Title , U

By Maria

Title Secretary

COUNTY OF RIVERSIDE

Bv.

JOHN TAVAGLIOIVE HAIRMAN, BOARD OF SURERVISOI

ATTEST

KECIA HARPER-IHEM,

Clerk of the Board

Deputy

APPROVED AS TO FORM

**County Counsel** 

By Surapour

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

Revised 09/29/09

DEC 11 2012 2,12

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State of California	
County of Olange	
On <u>Jawusin 26, 301</u> before me, _	Here Insert Name and Title of the Officer A
personally appeared William	Catherine L. Many B. Notany Publix  B. Seith
	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
CATHERINE L. MARSH Commission # 1789165	hie/her/their authorized capacity(iee), and that by his/her/their signature(e) on the instrument the
Notary Public - California	person(e); or the entity upon behalf of which the
Orange County MyComm. Expires Feb 14, 2012	person(s) acted, executed the instrument.
wy contri. Exples reo 14, 2012	Leadification des DENALTY OF DED HIDV ander the
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
	paragraph is true and correct.
	paragraph to the and out out
	WITNESS my hand and official seal.
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State of California	<b>)</b>
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County of ONANG C	J
On Javan 16, 2012 before me, C	Atherine L. Mans H. Notary Public Here Insert Name and Title of the Officer
personally appeared	Chapman
	Name(s) of Signer(s)
	who proved to me on the basis of satisfactor evidence to be the person(e) whose name(e) is/er
	subscribed to the within instrument and acknowledge
***************************************	to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that be
CATHERINE L. MARSH	his/her/their authorized capacity(abs), and that the
Commission # 1789165 Notary Public - California	person(s), or the entity upon behalf of which th
Orange County MyComm. Expires Feb 14, 2012	person(s) acted, executed the instrument.
, Section 14, 2012	I certify under PENALTY OF PERJURY under th
	laws of the State of California that the foregoin
	paragraph is true and correct.
	WITNESS my hand and official and
	vvi ive 55 mv nano ano oniciai sear
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# AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS

This agreement, made and entered into by	and between the County	of Riverside,	State of C	alifornia,
hereinafter called County, andR	Liverside Mitland 03 LLC		- 1	
hereinafter called Contractor.				1,

#### WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 30696 (Onsite Improvements), hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 24 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 Seven hundred eighty-six thousand and no/100 Dollars (\$786,000.00).

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, Contractorshall be in default of this agreement and notice of such default shall be served uponContractor. 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, Contractorshall 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

Riverside Mitland 03 LLC A Delaware limited liability company 3090 Bristol Street, Suite 220 Costa Mesa, CA 92626

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

By Dean

Title, Vice Presider

By WX

Title Secretanu

COUNTY OF RIVERSIDE

OUTDIN TAVAGLIONE

ATTEST

KECIA HARPER-IHEM,

Clerk of the Board

Deputy/

APPROVED AS TO FORM

**County Counsel** 

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

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State of California	
County of ORANGE	}
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On Javasay 27, 3012 before me,	Here Insert Name and Title of the Officer
personally appeared	is J. Chapman
	Nẫme(s) of Signer(s)
The state of the s	
	who proved to me on the basis of satisfaction evidence to be the person(s) whose name(s) is/s
	subscribed to the within instrument and acknowledge
	to me that he/she/they executed the same
CATHERINE L. MARSH	his/her/their authorized capacity(iee), and that
4 Commission # 1789165	his/her/their signature(s) on the instrument person(s), or the entity upon behalf of which
Notary Public - Californic Orange County	person(e) acted, executed the instrument.
My Comm. Expires Feb 14, 2012	2 DENALTY OF DED HIPV under a
)	I certify under PENALTY OF PERJURY under to laws of the State of California that the forego
	paragraph is true and correct.
	WITNESS my hand and official seal.
	po por
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Place Notary Seal Above	Signature of Notary Public
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Pate	Here Insert Name and Title of the Officer ()
personally appeared William	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
CATHERINE L. MARSH	his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the
Commission # 1789165 Notary Public - California	person(e), or the entity upon behalf of which the person(e) acted, executed the instrument.
Orange County	
My Comm. Expires Feb 14, 2012	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.
	WITNESS my hand and official seal.
	Signature: De Len L. Marse
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# 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	Riverside Mitland 03 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 30696 (Onsite Improvements), hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 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 eighteen thousand and no/100 Dol

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

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of 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, Contractorshall be in default of this agreement and notice of such default shall be served uponContractor. 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, Contractorshall 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

Riverside Mitland 03 LLC A Delaware limited liability company 3090 Bristol Street, Suite 220 Costa Mesa, CA 92626

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

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By 10/11/20 1 10/14

Title Secretary

COUNTY OF RIVERSIDE

D.,

JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS

ATTEST-

KECIA HARPER-IHEM,

Clerk of the Board

Denuty

APPROVED AS TO FORM

**County Counsel** 

County Counse

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

State of California	
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county of ORANGE  On Taxuagae, 3012 before me, Curate bersonally appeared	Therine L. Many & Nothing Public, Here Insert Name and Title of the Officer
ersonally appeared	Name(s) of Signer(s)
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State of California	
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County of CRANGE	J
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personally appeared	Name(s) of Signer(s)
	who proved to me on the basis of catisfactor
	who proved to me on the basis of satisfactor 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/har/their signature(e) on the instrument the
CATHERINE L. MARSH Commission # 1789165	person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Notary Public - California z	porconto, accou, encoured the monament.
Orange County 5	I certify under PENALTY OF PERJURY under the
My Comm. Expires Feb 14, 2012	laws of the State of California that the foregoing
	paragraph is true and correct.
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# 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	Riverside Mitland 03 LLC	The second secon	•
hereinafter called Contractor.			The second of the second

#### WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 30696 (Onsite Improvements), hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within 24 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 Eighty-two thousand and no/100 Dollars (\$82,000.00).

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, Contractorshall be in default of this agreement and notice of such default shall be served uponContractor. 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, Contractorshall 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

Riverside Mitland 03 LLC A Delaware limited liability company 3090 Bristol Street, Suite 220 Costa Mesa, CA 92626

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

Use Pre

Rv

William B. Seit

Title <u>Secretar</u>

COUNTY OF RIVERSIDE

By

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST

KECIA HARPER-IHEM,

Clerk of the Board

y -// W OVV

APPROVED AS TO FORM

**County Counsel** 

County Counsel

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

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state of California	· · · · · · · · · · · · · · · · · · ·
County of ORANGe	J
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personally appeared	un B. Se'th
	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
MARCH	his/her/their signature(s) on the instrument the
CATHERINE L. MARSH Commission # 1789165	person(e), or the entity upon behalf of which the
Notary Public - Comoning &	person(e) acted, executed the instrument.
Orange County MyComm. Expires Feb 14, 2012	Locatific under DENALTY OF DED ILIDY under the
WY COMMIT EXPLICE	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
	paragraph is true and correct.
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State of California	
	<b>}</b>
County of OR ANG C	J
personally appeared Dewis T.	therise L. Mary H. Notan Public
Date	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)
	who proved to me on the basis of satisfactory
	evidence to be the person(e) whose name(e) 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
CATHERINE L. MARSH Commission # 1789165	person(s), or the entity upon behalf of which the
Notary Public - California	person( <del>s)</del> acted, executed the instrument.
Orange County	I certify under PENALTY OF PERJURY under the
My Comm. Expires Feb 14, 2012	laws of the State of California that the foregoing
	paragraph is true and correct.
	WITNESS my hand and official seal.
	(a a Marie
Place Notary Seal Above	Signature: Signature of Notary Public
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# AGREEMENT FOR THE PLACEMENT OF SURVEY MONUMENTS

This agreement, made and entered into	by and between the County of Riverside, State of Californi	a,
hereinafter called County, and	Riverside Mitland 03 LLC	<b></b> ,
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 30696 (Onsite Improvements)**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** 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 <u>Seventy-five thousand nine hundred and no/100 Dollars (\$75,900.00</u>).

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 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, the Surety upon any bond, and to the agents, employees and contractors of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allowContractor to carry out this agreement.

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government 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, Contractorshall 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.

SIXTH: If contractor neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, 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, Contractorshall be in default of this agreement. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor in such agreement, but said termination shall not affect or terminate any of the rights of County as against Contractor or its Surety then existing or which thereafter accrue because of such default. The determination of the County Surveyor 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, its Surety, 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.

SEVENTH: 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.

EIGHTH: 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.

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

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

#### Contractor

Riverside Mitland 03 LLC A Delaware limited liability company 3090 Bristol Street, Suite 220 Costa Mesa, CA 92626

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

By /

Title, Vece Presiden

7

By Villian A.

Title Secutar

COUNTY OF RIVERSIDE

JOHN TAVAGLIONE

CHAIRMAN BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,

Clerk of the Board

Deputy

APPROVED AS TO FORM

**County Counsel** 

By Menopour

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

State of California	
County of OKANGE	J
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Date	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)
	who proved to me on the basis of satisfactor evidence to be the person(s) whose name(s) is/arc
	subscribed to the within instrument and acknowledged
	to me that he/she/they executed the same in
	his/her/their authorized capacity(iee), and that by
CATHERINE L. MARSH Commission # 1789165	his/her/their signature(s) on the instrument the person(e), or the entity upon behalf of which the
Notary Public - California	person( <del>s)</del> acted, executed the instrument.
Orange County MyComm. Expires Feb 14, 2012	
	I certify under PENALTY OF PERJURY under the
	laws of the State of California that the foregoing paragraph is true and correct.
	paragraph to true and control
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	humb here Partner - Limited General Top of thumb here
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	□ Trustee
	☐ Guardian or Conservator
☐ Guardian or Conservator	☐ Other:
☐ Guardian or Conservator ☐ Other:	Cinnas la Dannas antinas
☐ Guardian or Conservator	Signer Is Representing:

Siale of California	<b>)</b>
State of California	<b>J</b>
County of Olange	<u> </u>
Opt Tax on 21 may a hotoro ma Pa	There is no signer (s)  There is a signer (s)  There is a signer (s)
Date Delore me,	Here Insert Name and Title of the Officer
personally appeared De wis J.	Chagnan
	*Name(s) of Signer(s)
	who proved to me on the basis of satisfactor
	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
CATHERINE L. MARSH	his/her/their signature(s) on the instrument the
Commission # 1789165	person(e), or the entity upon behalf of which the
Notary Public - California Orange County	person(s) acted, executed the instrument.
My Comm. Expires Feb 14, 2012	I certify under PENALTY OF PERJURY under the
7	laws of the State of California that the foregoing
	paragraph is true and correct.
	witness my hand and official seal.
	WITNESS my hand and official seal.
Place Notary Seal Above	WITNESS my hand and official seal.  Signature:  Signature of Notary Public
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