

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

808B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

June 6, 2013

SUBJECT: Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118)
Schedule "A" Subdivisions in the French Valley Area
Extension of Time Agreements/Substitution of Securities/New Owners

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

BACKGROUND: On October 16, 2006, the County entered into agreements with Silver Oaks, LLC for the improvement of streets and the installation of a water and sewer system within the above referenced subdivision. Accompanying these agreements were faithful performance securities posted by Western Insurance Company as follows:

- \$1,069,000 - Bond #CWS70558 for the completion of street improvements
- \$284,000 - Bond #CWS70559 for the completion of the water system
- \$85,000 - Bond #CWS70560 for the completion of the sewer system

(Continued)

Patricia Romo
Assistant Director of Transportation

Juan C. Perez
Director of Transportation
and Land Management

HS:lf

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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 18, 2013
xc: Transp., COB

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

2013 JUN 11 6W 5:28
RECEIVED BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

REVIEWED BY EXECUTIVE OFFICE
DATE 6/10/13 mg
Tina Grande
FORM APPROVED COUNTY COUNSEL
BY: SUNSHINE S/SYKES
DATE 5/21/13
Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118)

Page 2 of 2

The required improvements have been partially completed in accordance with the approved plans. Meritage Homes of California, Inc. has substituted new, reduced securities for this project, posted by Lexon Insurance Company as follows:

\$950,000 - Bond #1083754 for the completion of street improvements

\$85,200 - Bond #1083754 for the completion of the water system

\$25,500 - Bond #1083754 for the completion of the sewer system

Meritage Homes of California, Inc. requests an extension of time for the completion of Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118). The agreements for the extension of time and the substitution of securities have been approved by County Counsel.

**** NEW OWNERS ****

**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 Meritage Homes of CA, INC., hereinafter called Contractor.
1250 Corona Pointe Ct. Ste. 210
Corona, CA 92879

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118)**, 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 fifty thousand and no/100 Dollars (\$950,000.00)**.

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

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

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

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

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon it. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

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

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

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

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

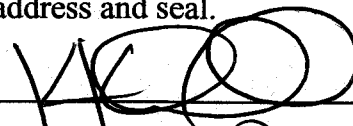
County

Contractor

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

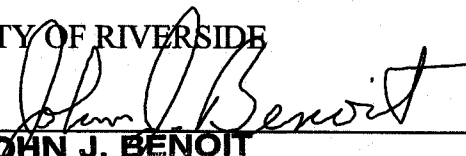
Meritage Homes of CA, INC.
1250 Corona Pointe Ct. Ste. 210
Corona, CA 92879

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

By 
Title DIVISION PRESIDENT

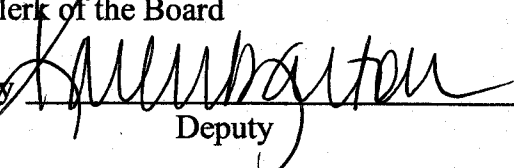
By _____
Title _____

COUNTY OF RIVERSIDE

By 
JOHN J. BENOIT
CHAIRMAN, BOARD OF SUPERVISORS

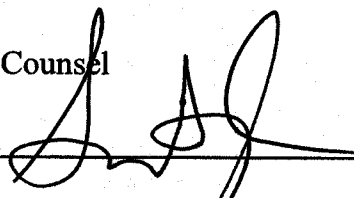
ATTEST:

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 Revised 03/31/09

ACKNOWLEDGMENT

(In accordance with Section 1189 of the California Civil Code)

State of California

County of Riverside) ss.

On February 13, 2013 before me, Katherine L Chavez, Notary Public, personally appeared Kevin Kimball, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Katherine Chavez*
Katherine L Chavez, Notary Public, # 1837848
(My Commission Expires Feb 22, 2013)

(seal)

SECRETARY'S CERTIFICATE

~~MERITAGE HOMES OF CALIFORNIA, INC.~~

I, C. Timothy White, do hereby certify that I am the duly appointed Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation (the “Company”).

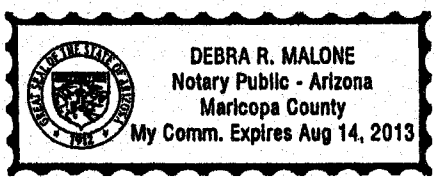
I also do hereby certify that ~~Kevin Kimball is the~~ duly appointed ~~Division President~~ of the Southern California Division of the Company, and has been authorized, by and on behalf of the Company, to execute: (i) documents, contracts, and agreements relating to the sale of completed homes (attached and detached), including deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions; (ii) documents, contracts, and agreements relating to the acquisition of real property, including land acquisition contracts, purchase contracts, option contracts, and related ancillary documents (such as deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions); (iii) documents, contracts, and agreements relating to land planning and development, such as easements, declarations of covenants, conditions, and restrictions/condominium declarations, joint development agreements, development agreements, and contracts and agreements with contractors, subcontractors, vendors and other third parties; (iv) contracts and agreements with subcontractors and other vendors relating to housing product and construction; and (v) general and other contracts and agreements (related to Officer’s responsibilities) with vendors, service providers, and other third parties in the ordinary course of business.

Dated: January 12th, 2011

By: C. Timothy White
Name: C. Timothy White
Title: Executive Vice President –
Secretary and General Counsel

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Certificate was acknowledged before me this 12th day of January, 2011, by C. Timothy White, Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation, on behalf thereof.



Debra R. Malone
Notary Public

**** NEW OWNERS ****

**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 Mentage Homes of CA, INC
1250 Corona Pointe Ct. Ste. 210,
hereinafter called Contractor. Corona, CA 92879

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118)**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **12** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Eastern Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Eighty-five thousand two hundred no/100 Dollars (\$85,200.00)**.

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

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

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

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

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon it. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

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

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

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

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

Meritage Homes of CA, INC
1250 Corona Pointe Ct. Ste. 210
Corona, CA 92879

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

By [Signature]

Title Division President

By _____

Title _____

COUNTY OF RIVERSIDE
By [Signature]
JOHN J. BENOIT
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board
By [Signature]
Deputy

APPROVED AS TO FORM
County Counsel
By [Signature]

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

ACKNOWLEDGMENT

(In accordance with Section 1189 of the California Civil Code)

State of California

County of Riverside} ss.

On February 13, 2013 before me, Katherine L Chavez, Notary Public, personally appeared Kevin Kimball, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Katherine L Chavez
Katherine L Chavez, Notary Public, # 1837848
(My Commission Expires Feb 22, 2013)

(seal)

SECRETARY'S CERTIFICATE

MERITAGE HOMES OF CALIFORNIA, INC.

I, C. Timothy White, do hereby certify that I am the duly appointed Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation (the “Company”).

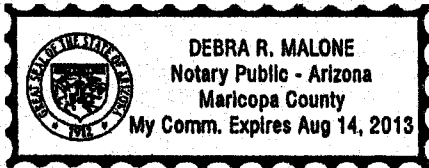
I also do hereby certify that Kevin Kimball is the duly appointed Division President of the Southern California Division of the Company, and has been authorized, by and on behalf of the Company, to execute: (i) documents, contracts, and agreements relating to the sale of completed homes (attached and detached), including deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions; (ii) documents, contracts, and agreements relating to the acquisition of real property, including land acquisition contracts, purchase contracts, option contracts, and related ancillary documents (such as deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions); (iii) documents, contracts, and agreements relating to land planning and development, such as easements, declarations of covenants, conditions, and restrictions/condominium declarations, joint development agreements, development agreements, and contracts and agreements with contractors, subcontractors, vendors and other third parties; (iv) contracts and agreements with subcontractors and other vendors relating to housing product and construction; and (v) general and other contracts and agreements (related to Officer’s responsibilities) with vendors, service providers, and other third parties in the ordinary course of business.

Dated: January 12th, 2011

By: C. Timothy White
Name: C. Timothy White
Title: Executive Vice President –
Secretary and General Counsel

STATE OF ARIZONA)
)
) ss.
COUNTY OF MARICOPA)

The foregoing Certificate was acknowledged before me this 12th day of January, 2011, by C. Timothy White, Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation, on behalf thereof.



Debra R. Malone
Notary Public

**** NEW OWNERS ****

**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 Meritage Homes of CA, INC.
1250 Corona Pointe Ct. Ste. 210
hereinafter called Contractor. Corona, CA 92879

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118)**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **12** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Twenty-five thousand five hundred and no/100 Dollars (\$25,500.00)**.

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

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

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

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

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon it. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

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

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

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

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

County

Contractor

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

Meritage Homes of CA, **INC.**
1250 Corona Pointe Ct. Ste. 210
Corona, CA 92879

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

By  _____

Title Divisional President

By _____

Title _____

COUNTY OF RIVERSIDE

By  _____

JOHN J. BENOIT

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 TRIPPLICATE

Revised 03/31/09

ACKNOWLEDGMENT

(In accordance with Section 1189 of the California Civil Code)

State of California

County of Riverside} ss.

On February 13, 2013 before me, Katherine L Chavez, Notary Public, personally appeared Kevin Kimball, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Katherine L Chavez
Katherine L Chavez, Notary Public, # 1837848
(My Commission Expires Feb 22, 2013)

(seal)

SECRETARY'S CERTIFICATE

MERITAGE HOMES OF CALIFORNIA, INC.

I, C. Timothy White, do hereby certify that I am the duly appointed Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation (the “Company”).

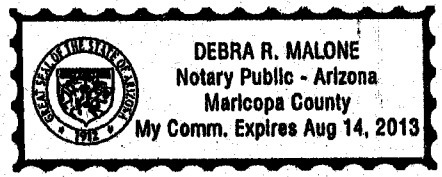
I also do hereby certify that Kevin Kimball is the duly appointed Division President of the Southern California Division of the Company, and has been authorized, by and on behalf of the Company, to execute: (i) documents, contracts, and agreements relating to the sale of completed homes (attached and detached), including deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions; (ii) documents, contracts, and agreements relating to the acquisition of real property, including land acquisition contracts, purchase contracts, option contracts, and related ancillary documents (such as deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions); (iii) documents, contracts, and agreements relating to land planning and development, such as easements, declarations of covenants, conditions, and restrictions/condominium declarations, joint development agreements, development agreements, and contracts and agreements with contractors, subcontractors, vendors and other third parties; (iv) contracts and agreements with subcontractors and other vendors relating to housing product and construction; and (v) general and other contracts and agreements (related to Officer's responsibilities) with vendors, service providers, and other third parties in the ordinary course of business.

Dated: January 12th, 2011

By: C. Timothy White
Name: C. Timothy White
Title: Executive Vice President –
Secretary and General Counsel

STATE OF ARIZONA)
)
) ss.
COUNTY OF MARICOPA)

The foregoing Certificate was acknowledged before me this 12th day of January, 2011, by C. Timothy White, Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation, on behalf thereof.



Debra R. Malone
Notary Public

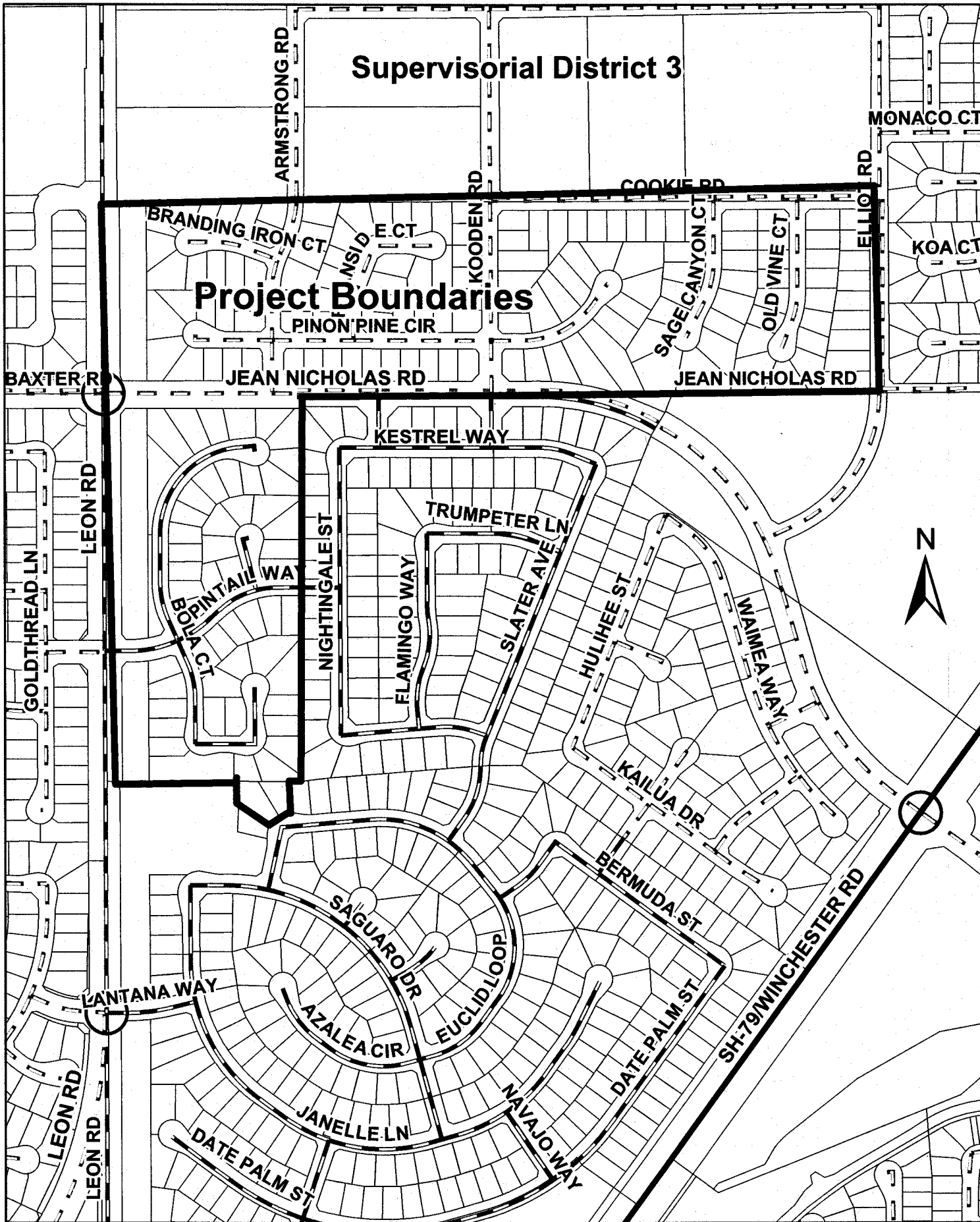
0 210 420 840 Feet
1 inch = 417 feet

Miscellaneous Case 3992

Vicinity Map

Supervisory District 3

Project Boundaries



**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>
KEVIN KIMBALL	34511 COLDER FALLS CT.	TEMECULA	CA	92592
WORK	1250 CORONA POINT CT., STE. 200	CORONA	CA	92879

corporate resolution signed by the Board of Directors of the corporation, which authorizes that officer in his sole corporate capacity to bind the corporation, is required. The corporate resolution must authorize the signatory to sign the bonds and/or agreements on behalf of the corporation. A statement of the officers of the corporation (without specific language authorizing them to sign on behalf of the corporation) is insufficient. Verification that the corporation is in good standing is also required.

FOREIGN CORPORATION If the entity executing the agreements is a Foreign Corporation (not incorporated within the State of California), a copy of the Statement by Foreign Corporation (filed with the State of California) should also be included. The bonds and agreements should be executed as for a DOMESTIC CORPORATION, above.

TRUST If the signatory or entity is a Trust, the Trustee is required to sign the agreements and a copy of the Trust is required.

LIMITED LIABILITY COMPANY If the signatory or entity is an Limited Liability Company, a copy of the Operating Agreement for the Limited Liability Company is required, and if available, a copy of the Statement of Information filed with the State designating the managing member of the Limited Liability Company is requested. The managing member of the Limited Liability Company may sign on behalf of the Limited Liability Company. If there is no designated managing member, the Operating Agreement will need to be reviewed to determine who can sign on behalf of the Limited Liability Company or how authorization to bind the Limited Liability Company in transactions can be obtained. Documentary evidence must be submitted to show that the signatory(ies) that executed the agreements and/or securities is/are authorized to bind the Limited Liability Company. (See Item No. 6 of the General Requirements for the verbiage concerning the authority of the signatory(ies) to execute agreements and bonds.)

SIGNATORIES THAT ARE A COMBINATION OF LEGAL ENTITIES

If the signatory or entity, for example, is an Limited Liability Company, with a managing member that is a limited partnership, whose general partner is a corporation, all of the documentation and information requested above for each of these entities will be required for approval by the County.

FAITHFUL PERFORMANCE BOND
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Streets and Drainage	\$ <u>950,000.00</u>	Tract No. <u>MS 3992</u>
Water System	\$ <u>85,200.00</u>	Parcel Map No. <u>MS 3992</u>
Sewer System	\$ <u>25,500.00</u>	Bond No. <u>1083754</u>
		Premium <u>\$9,175.00</u>

Surety Lexon Insurance Company
Address 900 S. Frontage Road, Suite 250
City/State Woodridge, IL
Zip 60517
Phone 630-495-9380

Principal Meritage Homes of California, Inc.
Address 1250 Corona Pointe Court, Suite 210
City/State Corona, CA
Zip 92879
Phone 951-547-8320

WHEREAS, the County of Riverside, State of California, and Meritage Homes of California, Inc.

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) MS 3992, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and Lexon Insurance Company, as surety, are held and firmly bound unto the County of Riverside in the penal sum of One Million Sixty Thousand Seven Hundred Dollars and 00/100 Dollars (\$1,060,700.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Riverside, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

FAITHFUL PERFORMANCE BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the County of Riverside will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreements(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on March 4, 2013.

NAME OF PRINCIPAL: Meritage Homes of California, Inc.

AUTHORIZED SIGNATURE(S): By: _____

Darin Rowe
DARIN ROWE

Title VP

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Lexon Insurance Company

AUTHORIZED SIGNATURE: _____

Stephen T. Kazmer

Stephen T. Kazmer
Its Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

James I. Moore, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Peggy Faust,*****

Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Donna Whalen, Tariese M. Pisciotto *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY *David E. Campbell*
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/13

Maureen K. Aye
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this 4th Day of March, 20 13.



Philip G. Lauer
Philip G. Lauer
Assistant Secretary

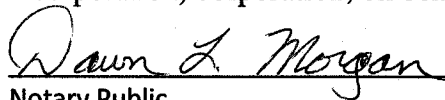
"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Acknowledgment of Corporation

STATE OF ILLINOIS

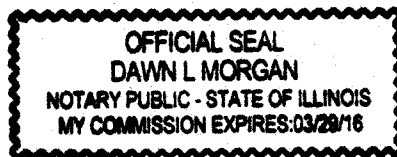
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 4th day of March, 2013 by Stephen T. Kazmer, Attorney-in-Fact (name of officer or agent, title of officer or agent) of Lexon Insurance Company (name of corporation acknowledging) a Texas (state or place of incorporation) corporation, on behalf of the corporation.



Notary Public

(SEAL)



Printed Name: Dawn L. Morgan

My Commission Expires:

March 29, 2016

OFFICIAL SEAL
DAVID L. MORGAN
GOVERNOR - STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/31/08

Acknowledgment for Corporation

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this March 6, 2013 (date) by Darin E. Rowe (name of officer or agent, title or officer or agent) of Meritage Homes of California (name of corporation acknowledging) a California (state or place of incorporation) corporation, on behalf of the corporation.

April M. Hull

NOTARY PUBLIC

Print Name: APRIL M. HULL

My Commission Expires:

May 19, 2013



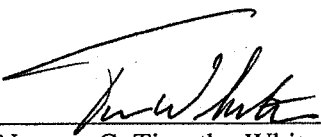
OFFICER'S CERTIFICATE

MERITAGE HOMES OF CALIFORNIA, INC.

I, C. Timothy White, do hereby certify that I am the duly appointed Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation (the “Company”).

I also do hereby certify that both [REDACTED] is and has been since January 1, 2011, the duly appointed Vice President of Finance for the Company, and that Hilla Sferruzza is, and has been since January 1, 2011, the duly appointed Chief Accounting Officer with the Company. Both such officers are authorized, by and on behalf of the Company, to execute bonds, documents evidencing indebtedness, guarantees of indebtedness, and similar obligations and guarantees; such as performance guarantees, completion guarantees, letters of credit, joinder agreements, and indemnity agreements with the same substantive consequence or result.

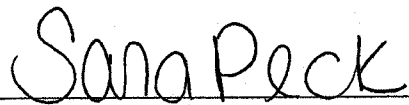
Dated: March 21, 2012

By: 
Name: C. Timothy White
Title: Executive Vice President –
Secretary and General Counsel

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Certificate was acknowledged before me this 21st day of March, 2012, by C. Timothy White, Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation, on behalf thereof.




Notary Public

MATERIAL AND LABOR BOND
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Streets and Drainage \$ 475,000.00
Water System \$ 42,600.00
Sewer System \$ 12,750.00

Tract No. MS 3992
Parcel Map No. MS 3992
Bond No. 1083754
Premium Included in Performance Bond

Surety Lexon Insurance Company
Address 900 S. Frontage Road, Suite 250
City/State Woodridge, IL
Zip 60517
Phone 630-495-9380

Principal Meritage Homes of California, Inc.
Address 1250 Corona Pointe Court, Suite 210
City/State Corona, CA
Zip 92879
Phone 951-547-8320

WHEREAS, the County of Riverside, State of California, and Meritage Homes of California, Inc.

(hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to (Tract/Parcel) MS 3992, which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Riverside 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;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the County of Riverside and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of Five Hundred Thirty Thousand Three Hundred Fifty Dollars and Dollars (\$530,350.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on March 4, 2013.

NAME OF PRINCIPAL: Meritage Homes of California, Inc.

AUTHORIZED SIGNATURE(S): By: 
Darrin Rowe Title VP

Title

Title

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Lexon Insurance Company

AUTHORIZED SIGNATURE: 

Stephen T. Kazmer

Its Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

POWER OF ATTORNEY

LX-120087

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

James I. Moore, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, Peggy Faust,*****

Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Donna Whalen, Tariese M. Pisciotto *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

OFFICIAL SEAL MAUREEN K. AYE Notary Public, State of Illinois My Commission Expires 09/21/13

[Signature] Maureen K. Aye Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this 4th Day of March, 2013.



[Signature] Philip G. Lauer Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Acknowledgment of Corporation

STATE OF ILLINOIS

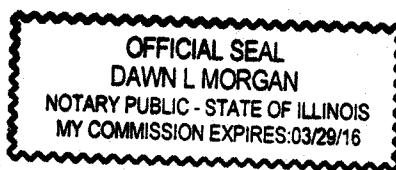
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 4th day of March, 2013 by Stephen T. Kazmer, Attorney-in-Fact (name of officer or agent, title of officer or agent) of Lexon Insurance Company (name of corporation acknowledging) a Texas (state or place of incorporation) corporation, on behalf of the corporation.

Dawn L. Morgan

Notary Public

(SEAL)



Printed Name: Dawn L. Morgan

My Commission Expires:

March 29, 2016

Partnership

OFFICIAL SEAL
DEPARTMENT OF
STATE
WASHINGTON, D.C.

Acknowledgment for Corporation

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this March 6, 2013 (date) by
Dann E. Rowe (name of officer or agent, title or
officer or agent) of Meritage Homes of California (name of
corporation acknowledging) a California (state or place of incorporation)
corporation, on behalf of the corporation.

April M. Hull

NOTARY PUBLIC

Print Name: APRIL M. HULL

My Commission Expires:

May 19, 2013



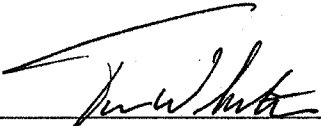
OFFICER'S CERTIFICATE

MERITAGE HOMES OF CALIFORNIA, INC.

I, C. Timothy White, do hereby certify that I am the duly appointed Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation (the “Company”).

I also do hereby certify that both ~~Darin E. Rowe is~~ and has been since January 1, 2011, the duly appointed Vice President of Finance for the Company, and that Hilla Sferruzza is, and has been since January 1, 2011, the duly appointed Chief Accounting Officer with the Company. Both such officers are authorized, by and on behalf of the Company, ~~to execute, bind, and otherwise evidencing indebtedness,~~ guarantees of indebtedness, and similar obligations and guarantees; such as performance guarantees, completion guarantees, letters of credit, joinder agreements, and indemnity agreements with the same substantive consequence or result.

Dated: March 21, 2012

By: 
Name: C. Timothy White
Title: Executive Vice President –
Secretary and General Counsel

STATE OF ARIZONA)
)
) ss.
COUNTY OF MARICOPA)

The foregoing Certificate was acknowledged before me this 21st day of March, 2012, by C. Timothy White, Executive Vice President – Secretary and General Counsel of Meritage Homes of California, Inc., a California corporation, on behalf thereof.



Sara Peck
Notary Public

cut 2/28

**** NEW OWNERS ****

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
FEES AND SECURITIES REPORT**

Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118) February 21, 2013
IP130007

	FAITHFUL PERFORMANCE SECURITY	MATERIAL AND LABOR SECURITY
Streets and Drainage	\$950,000	\$475,000
Water	\$85,200	\$42,600
Sewer	\$25,500	\$12,750
Total	\$1,035,200	\$530,350

\$1,060,700

Monument Security \$0

EXTENSION OF TIME FEE DUE

\$219.30 (\$215 + 2% surcharge)

*****INSTRUCTIONS*****

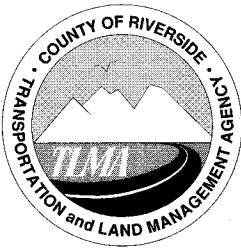
*****FOR EXECUTION OF EXTENSION OF TIME AGREEMENTS*****

This Extension of Time Agreement Package contains:

1. Three copies each of Extension of Time Improvement Agreements (Streets and Drainage, Water System, Sewer System). Fill in the name of the developer on the blank line in the first paragraph of each agreement, and complete each agreement with the name and address of the developer under "**Contractor.**" All signatures must be notarized on two (2) copies of agreements. All three (3) copies of each agreement must be signed and returned. (See Sample, attached.)
2. County bond forms. Securities in the amount of \$5,000 or less for improvements must be cashier's check or money order. Securities in excess of \$5,000 must be either bonds, instruments of credit, letters of credit, or cashier's check. All signatures must be notarized on all securities. All bonds must be on County forms. Please do not re-type forms. Only one set of executed bonds is necessary; **please do not execute bonds in triplicate.**
3. Information Form. Please read the Information Form, complete the **NAME AND ADDRESS SHEET** with names and personal residence address information, and return with partnership information requested (Corporate Resolutions, etc.).
4. Please remit the \$219.30 extension of time processing fee (\$215 + 2% surcharge) when returning the executed agreements.

INCOMPLETE PACKAGES WILL BE RETURNED

All forms included with this package (Extension of Time Agreements, bond forms, and Information Form) must be completed before further processing. Unit prices are updated periodically. Bond estimates are subject to change.



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Juan C. Perez
 Director of Transportation

Transportation Department

MEMORANDUM

February 21, 2013
 March 7, 2013
 April 22, 2013

RECEIVED
 APR 25 2013
 COUNTY COUNSEL
 TO

TO: County Counsel

FROM: Juan C. Perez, Director of Transportation and Land Management

RE: **New Owners/Substitution of Securities/Extension of Time Agreements for
 Miscellaneous Case 3992 (Backbone Improvements for Tract 30791 and 31118) in
 the French Valley Area - Resubmittal**

CHARGE TO: IP130007

	AGREEMENTS	BOND NO.	AMOUNT
Streets	<u>XXX</u>	<u>1083754</u>	<u>\$950,000</u>
Water	<u>XXX</u>	<u>1083754</u>	<u>\$85,200</u>
Sewer	<u>XXX</u>	<u>1083754</u>	<u>\$25,500</u>
Material and Labor		<u>1083754</u>	<u>\$475,000</u>
		<u>1083754</u>	<u>\$42,600</u>
		<u>1083754</u>	<u>\$12,750</u>

Developer for this project:

Meritage Homes of California, Inc
 1250 Corona Pointe Court, Suite 210
 Corona, CA 92879
 (951) 547-8320

Surety:

Lexon Insurance Company
 900 S. Frontage Road, Suite 250
 Woodridge, IL 60517
 (630) 495-9380

FORM APPROVED COUNTY COUNSEL
 BY: SUNSHINE S. SYKES 3/9/13 DATE

RECEIVED
 MAY - 1 2013
 COUNTY COUNSEL
 TO

HS:lf

By: [Signature]
 Hugh Smith
 Engineering Division Manager

Company Profile

LEXON INSURANCE COMPANY

10002 SHELBYVILLE ROAD, SUITE 100
LOUISVILLE, KY 40223

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2710 GATEWAY OAKS DRIVE, SUITE
150N SACRAMENTO, CA 95833-3505

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	13307
NAIC Group #:	3488
California Company ID #:	5113-6
Date authorized in California:	June 02, 2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	TEXAS

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

Last Revised - November 10, 2012 10:58 AM
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Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, May 03, 2013. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	MERITAGE HOMES OF CALIFORNIA, INC.
Entity Number:	C2111574
Date Filed:	06/17/1998
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	17851 N 85TH ST STE 300
Entity City, State, Zip:	SCOTTSDALE AZ 85255
Agent for Service of Process:	CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE
Agent Address:	2710 GATEWAY OAKS DR STE 150N
Agent City, State, Zip:	SACRAMENTO CA 95833

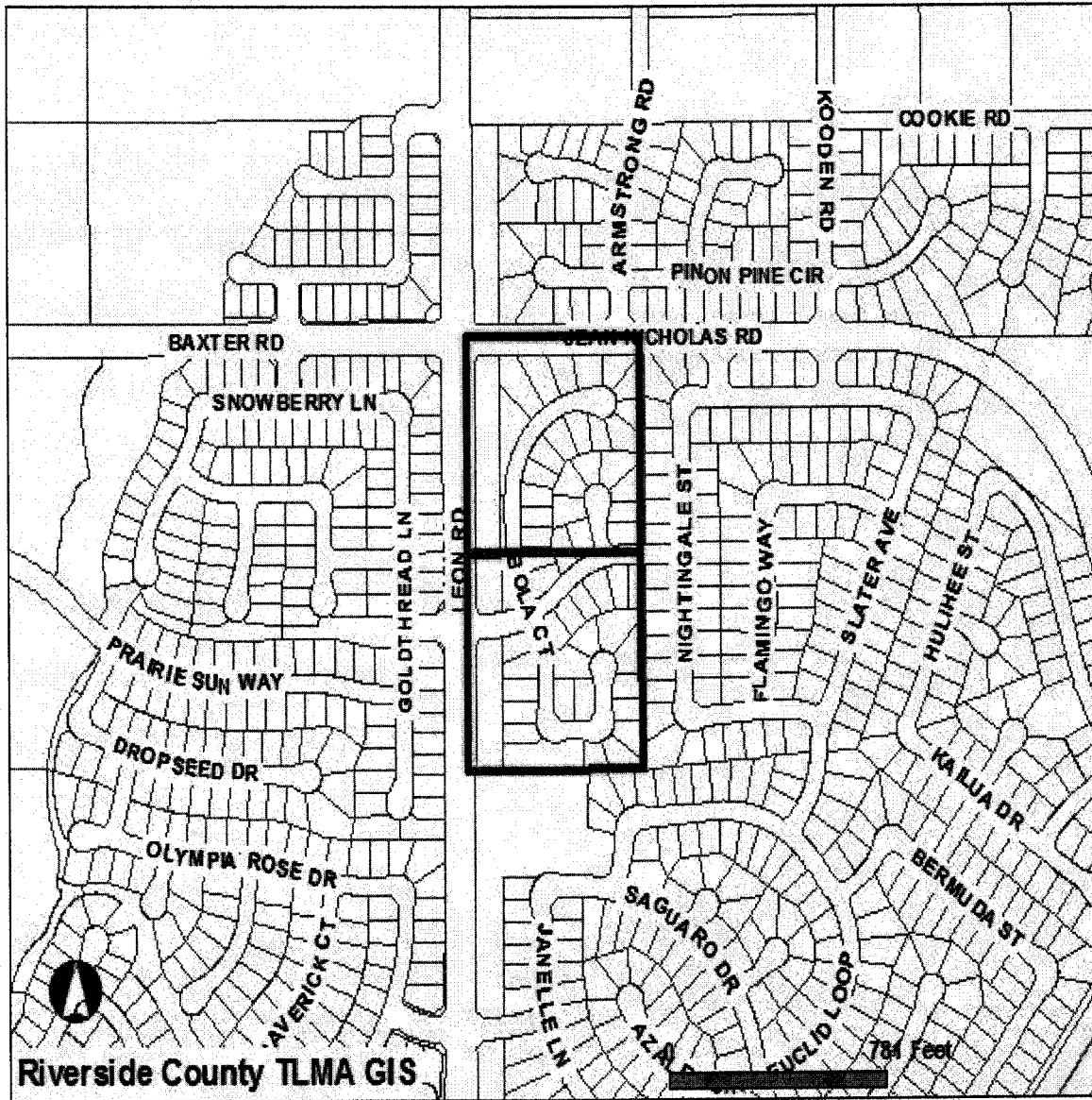
* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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RIVERSIDE COUNTY GIS



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REPORT PRINTED ON...Tue May 07 08:31:58 2013

Version 130225