

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

302 B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 18, 2013

SUBJECT: Tract 31118
A Schedule "A" Subdivision 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 April 17, 2007, 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:

- \$2,770,000 - Bond #CWS70533 for the completion of street improvements
- \$441,500 - Check 441877 for the completion of the water system
- \$437,000 - Bond #CWS70535 for the completion of the sewer system
- \$75,600 - Bond #SU5017036 for the completion of the monumentation

(Continued)

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
Monumentation Agrmts

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley 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: July 30, 2013
 xc: Transp., COB

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

2013 JUL 12 PM 3:10
 RECEIVED RIVERSIDE COUNTY

2-23

REVIEWED BY EXECUTIVE OFFICE
 DATE 7/18/13
 Tira Grande

FORM APPROVED COUNTY COUNSEL
 BY: SUNSHINE SYKES
 DATE 6/10/13
 Department Concurrence

Dept's Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

ATTACHMENTS FILED

The Honorable Board of Supervisors

RE: Tract 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:

\$1,820,000 - Bond #1083756 for the completion of street improvements

\$132,450 - Bond #1083756 for the completion of the water system

\$131,100 - Bond #1083756 for the completion of the sewer system

\$75,600 - Bond #1083757 for the completion of the monumentation

Meritage Homes of California, Inc. requests an extension of time for the completion of Tract 31118. The agreements for the extension of time and the substitution of securities have been approved by County Counsel.

0 250 500 1,000 Feet
1 inch = 500 feet

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

Tract 31118

Vicinity Map

PAT RD

Supervisorial District 3



PAT RD

DANA DR

BLACK CHERRY ST

MEADOW LN

ARMSTRONG RD

KJERSTI RD

KOODEN RD

ELLIOT RD

MONACO CT

LAKI CT

KOA CT

MAKA CIR

COOKIE RD

Project Site

PINON PINE CIR

OLD VINE C

BAXTER RD

JEAN NICHOLAS RD

JEAN NICHOLAS RD

LEON RD

KESTREL WAY

WHEATGRASS DR

GOLDTHREAD LN

BOA CT

NIGHTINGALE ST

FLAMINGO WAY

SLATER AVE

HULIHEE ST

WAIMEA WAY

EUCLID LOOP

KAILUA DR

JANELLE LN

SAGUARO DR

BERMUDA ST

SH-79 WINCHESTER RD

SKYVIEW RD

**** 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 California, Inc., 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 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 One million eight hundred twenty thousand and no/100 Dollars (\$1,820,000.00).

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:

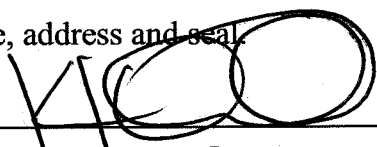
County

Contractor

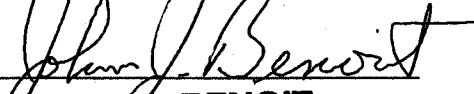
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

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

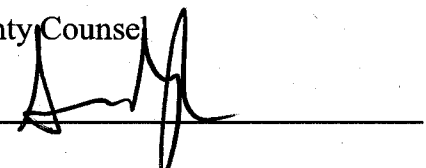
By 
JOHN J. BENOIT
CHAIRMAN, BOARD OF SUPERVISORS

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.

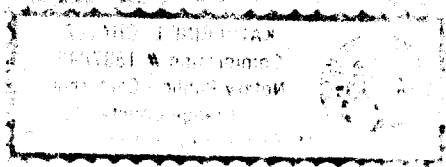
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Katherine 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”).

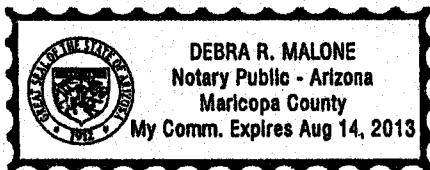
I also do hereby certify that Kevin Kimball is the duly appointed Division President of the Southern California Division of the Company, and has been authorized, by and on behalf of the Company, to execute: (i) documents, contracts, and agreements relating to the sale of completed homes (attached and 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 WATER 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 CALIFORNIA, INC., 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 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 One hundred thirty-two thousand four hundred fifty and no/100 Dollars (\$132,450.00).

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.

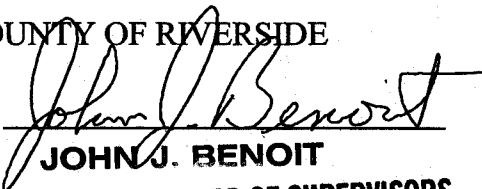
By  _____

Title Division President

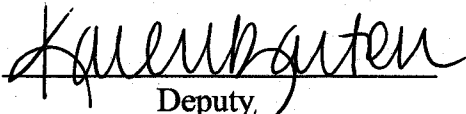
By _____

Title _____

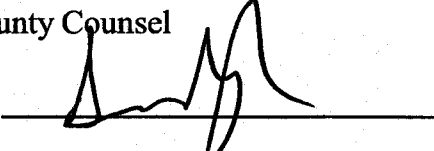
COUNTY OF RIVERSIDE

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

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.

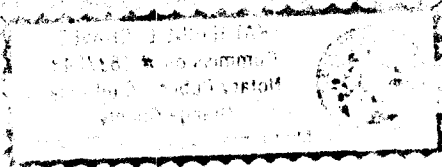
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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”).

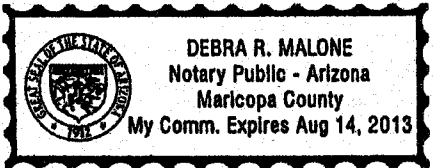
I also do hereby certify that Kevin Kimball is the duly appointed Division President of the Southern California Division of the Company, and has been authorized, by and on behalf of the Company, to execute: (i) documents, contracts, and agreements relating to the sale of completed homes (attached and 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 CALIFORNIA, INC. 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 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 One hundred thirty-one thousand one hundred and no/100 Dollars (\$131,100.00).

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.

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.

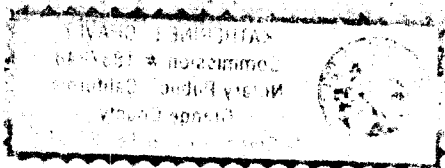


Signature

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").

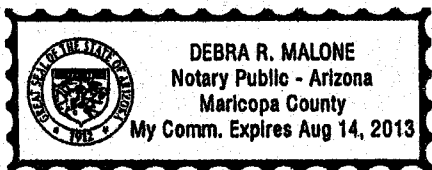
I also do hereby certify that Kevin Kimball is the duly appointed Division President of the Southern California Division of the Company, and has been authorized, by and on behalf of the Company, to execute: (i) documents, contracts, and agreements relating to the sale of completed homes (attached and 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: [Signature]
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.



[Signature]
Notary Public

**** NEW OWNERS ****

EXTENSION OF TIME

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and MERITAGE HOMES OF CALIFORNIA, INC. 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 31118**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **12** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its Surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Seventy-five thousand six hundred and no/100 Dollars (\$75,600.00)**.

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

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor.

Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all 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 allow Contractor 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, 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.

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, Contractor shall 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:

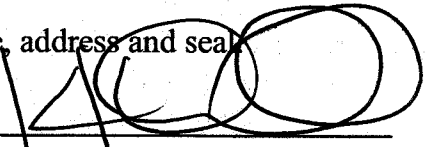
County

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

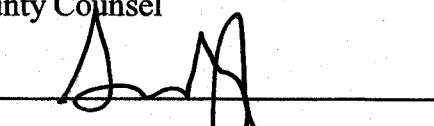
By 
JOHN J. BENOIT
CHAIRMAN, BOARD OF SUPERVISORS

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

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.

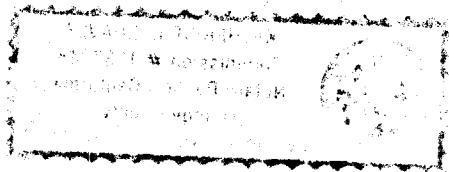
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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”).

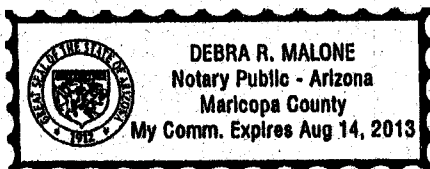
I also do hereby certify that Kevin Kimball is the duly appointed Division President of the Southern California Division of the Company, and has been authorized, by and on behalf of the Company, to execute: (i) documents, contracts, and agreements relating to the sale of completed homes (attached and 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