

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

601 B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 13, 2014

SUBJECT: Approval of One-Year Maintenance Agreements/Substitution of Securities for Tract 27603, a Schedule "D" Subdivision in the Temecula Area. 3rd District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement One-Year Guarantee and Maintenance Agreements and Securities as approved by County Counsel; and
2. Authorize the Chairman of the Board of Supervisors to sign the One-Year Guarantee and Maintenance Agreements for Tract 27603.

BACKGROUND:

Summary

On December 16, 2003, the County of Riverside entered into agreements with Craftsmen Homes, LLC for the improvement of streets and the installation of a water system within the above-referenced subdivision. Accompanying these agreements were faithful performance securities posted by Gulf Insurance Company as follows:

\$36,000 - Bond #B34232193 for the completion of street improvements

\$27,500 - Bond #B34232194 for the completion of the water system

HS:lf

Submittals: Vicinity Map
Road/Drainage Maintenance Agreements
Water Maintenance Agreements

Patricia Romo

Assistant Director of Transportation
for Juan C. Perez

Director of Transportation and Land Management

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Date: January 6, 2015
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

Deputy

Prev. Agn. Ref.: 12/16/03, Item 2-5

District: 3

Agenda Number:

2-34

REVIEWED BY EXECUTIVE OFFICE
DATE 7/12/14
Tina Granger
FORM APPROVED COUNTY COUNSEL
BY: ANNA W. WANG
DATE 11/14/14
Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of One-Year Maintenance Agreements/Substitution of Securities for Tract 27603, a
Schedule "D" Subdivision in the Temecula Area. 3rd District; [\$0]
DATE: November 13, 2014
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Improvements have been completed for this project. The new owner (Los Alturas, LLC) desires to enter into One-Year Maintenance Agreements to guarantee maintenance of the improvements and has submitted agreements and cash securities, which have been approved by County Counsel, as follows:

\$3,600 - Check #1593 for the street improvements

\$2,750 - Check #1593 for the water system

NEW OWNER

**AGREEMENT FOR ONE YEAR GUARANTEE AND
MAINTENANCE OF ROAD/DRAINAGE IMPROVEMENTS
(Government Code Section 66499.3 (d))**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Los Altos 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 27603, hereby agrees, at Contractor's own cost and expense, to maintain all road and drainage improvements which have been completed in accordance with those road 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, for a period of one year following the execution of this agreement by the County. Contractor further agrees during this one year period to repair or replace, to the satisfaction of the County 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 Three thousand six hundred and no/100 Dollars (\$3,600.00).

SECOND: Contractor agrees that, if suit is brought upon this agreement or any bond for the guarantee 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 as necessary to enforce the terms of this agreement.

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

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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 Contractor. 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.

EIGHTH: It is further agreed that Contractor has filed with County a good and sufficient security to guarantee and maintain the road and drainage improvements in an amount not less than the estimated costs in Paragraph First, as provided by Section 17.1 of Riverside County Ordinance 460. If the security, in the opinion of the Transportation Director, becomes insufficient, Contractor agrees to renew each and every said security with good and sufficient sureties or increase the amount of said securities, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient.

NINTH: 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.

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

County

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

Contractor

LOS ALTURAS, LLC
3319 WILD OAK CANE
ESCONDIDO, CA 92027

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

LOS ALTURAS, LLC
By Matt Fleming

Title Eng Member

By Matt Fleming 8-28-14

Title _____

COUNTY OF RIVERSIDE

By Marion Ashley
MARION ASHLEY
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By Kellie Barton
Deputy

APPROVED AS TO FORM

County Counsel
By _____

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 8/28/14 before me, A. Caro Del Castillo, Notary Public
(Here insert name and title of the officer)

personally appeared Matt Fleming

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

NEW OWNER

**AGREEMENT FOR ONE YEAR GUARANTEE AND
MAINTENANCE OF WATER SYSTEM IMPROVEMENTS
(Government Code Section 66499.3 (d))**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Los Altos LLC, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 27603, hereby agrees, at Contractor's own cost and expense, to maintain all water system improvements which have been completed in accordance with those road 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, for a period of one year following the execution of this agreement by the County. Contractor further agrees during this one year period to repair or replace, to the satisfaction of the County 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 Two thousand seven hundred fifty and no/100 Dollars (\$2,750.00).

SECOND: Contractor agrees that, if suit is brought upon this agreement or any bond for the guarantee 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 as necessary to enforce the terms of this agreement.

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

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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 Contractor. 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.

EIGHTH: It is further agreed that Contractor has filed with County a good and sufficient security to guarantee and maintain the water system improvements in an amount not less than the estimated costs in Paragraph First, as provided by Section 17.1 of Riverside County Ordinance 460. If the security, in the opinion of the Transportation Director, becomes insufficient, Contractor agrees to renew each and every said security with good and sufficient sureties or increase the amount of said securities, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient.

NINTH: 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.

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

County

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

Contractor

LOS ALTURAS, LLC
3319 WILD OAK LANE
ESCONDIDO, CA 92027

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

LOS ALTURAS LLC
By Matt Fleming

Title Mgr. Member

By Matt Fleming 8-28-14

Title _____

COUNTY OF RIVERSIDE

By Marian Alley
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By Karlan Dizon
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 8/28/14 before me, A. Caro Del Castillo, Notary Public

(Here insert name and title of the officer)

personally appeared

Math Fleming

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

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(Title or description of attached document continued)

Number of Pages _____ Document Date _____

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- ☐ Individual (s)
☐ Corporate Officer

(Title)

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☐ Attorney-in-Fact
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☐ Other _____

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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

0 375 750 1,500 Feet
1 inch = 750 feet

Tract 27603

Vicinity Map

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

