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SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 29476

By and Between

**THE CITY OF WILDOMAR,
a municipal corporation**

and

**ALTA COLINA, LLC,
a California Limited Liability company**

DATED June 8, 2016

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 29476

This Subdivision Improvement Agreement ("Agreement") is entered into as of this 8th day of June, 2016 by and between the City of Wildomar, a municipal corporation ("City") and Alta Colina, LLC, a California Limited Liability company ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A". The tract map is identified in City records as Tract Map No. 29476. On December 4, 2001, the Board of Supervisors of the County of Riverside conditionally approved Tract No. 29476.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), ("Map Act") the City Ordinances, the conditions of approval for Tract No. 29476, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 29476.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for Tract No. 29476.

DEFINED TERMS

"Developer" shall mean Alta Colina, LLC, a California Limited Liability company. The term "Developer" shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

"Estimated Costs" shall mean the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

"Litigation Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

"Map Act" shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

"Property" shall mean the all of the real property contained within the boundaries of Tract Map No. 29476 located in the City of Wildomar, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Exhibit "A".

"Public Improvements" shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 29476 and as shown in detail on the plans, and specifications which have been approved and which are to be approved by the City and incorporated into Tract Map No. 29476. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Exhibit "B". Notwithstanding, Exhibit "B", Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 29476.

"Required Insurance" shall mean the insurance required to be maintained by Developer under Section 17.

"Security" shall mean surety bonds, lien agreement or other security approved by the City Engineer or City Attorney in the amounts and under the terms of Section 12.

"Tract No 29476." shall mean the final map prepared and approved by the City for tentative tract map no. 29476.

"Warranty" shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City ("City Council") approves the final map for Tract No. 29476 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder's Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 29476 in the Recorder's Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly

prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within two years (twenty-four months) following approval of the final map for Tract No. 29476.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the Security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 29476 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No.

29476 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 29476, or as required by other governmental agencies having jurisdiction over Tract No. 29476.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code, at which time the

accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

10.2 **City Acceptance of Public Improvements.** If Tract No. 29476 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds, a lien agreement, or another form of security acceptable to the City Attorney and City Engineer under the terms set forth below.

12.1 **Surety Bonds.** If surety bonds are provided as Security, the amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in

default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Eight Hundred Twenty One Thousand and No/100 Dollars (\$821,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.1.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 29476, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 29476.

12.1.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Four Hundred Ten Thousand Five Hundred and No/100 Dollars (\$410,500.00), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.1.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.1.5 **Form of Bonds.** The evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.2 **Lien Agreement.** In lieu of surety bonds, Developer may execute a lien agreement as Security for the Improvements in accordance with Wildomar Municipal Code

Section 16.56.030. The Lien Agreement shall be in the form attached hereto as Exhibit "E" and incorporated herein by this reference.

12.3 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 29476 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Forty-Six Thousand and No/100 Dollars (\$46,000.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 29476. Notwithstanding the foregoing, if City accepts a lien agreement as security for the Improvements under Section 12.2 of this Agreement, such lien agreement may serve as the security for some or all of the Subdivision Monuments, as determined by the City Engineer.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged

claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or

violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

19. GENERAL PROVISIONS.

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

19.2 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for

convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 111
Wildomar, CA 92595

DEVELOPER:

Alta Colina, LLC, a California Limited Liability company
Attn: Victor Zaccaglin
35667 Bovard Street
Wildomar, CA 92595

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

19.9 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

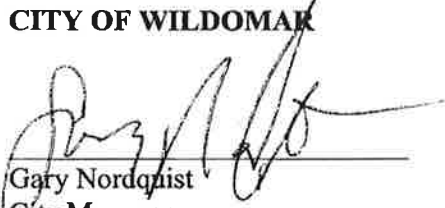
19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 29476, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

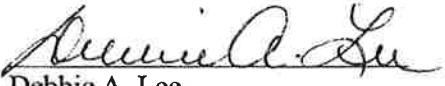
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF WILDOMAR



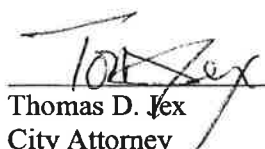
Gary Nordquist
City Manager

ATTEST:




Debbie A. Lee
City Clerk

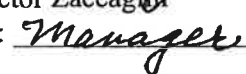
APPROVED AS TO FORM



Thomas D. Jex
City Attorney

ALTA COLINA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: 

Victor Zaccagnini
Its: 

By: _____

Its: _____

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On June 2, 2016
before me, Dana L Campbell, Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Victor Zaccaglin
Name of Signer(s)

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

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

WITNESS my hand and official seal.



Dana L Campbell
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: Victor Zaccaglin

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator

☒ Other: Manager

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Subdivision Improvement Agreement
Title or Type of Document

15
Number Of Pages

6/8/2016
Date Of Document

Signer(s) Other Than Named Above

ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: DANA L. CAMPBELL

Date Commission Expires: Mar. 26, 2019

Notary Commission No: 2101538

County Where Bond Filed: Riverside

Manufacturer/Vendor Identification No: VSI1

Place of Execution of the Declaration: Corona, CA

Date: 07-11-2016



First American Title Company

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2016
before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Title or Type of Document

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 29476

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

PARCEL 1: (362-180-042-0)

THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THAT PORTION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

A 30-FOOT WIDE EASEMENT LYING 15 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE NORTHERLY, 15.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼ TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88° 29' 23" EAST, 91.06 FEET; THENCE NORTH 56° 15' 01" EAST, 99.33 FEET; THENCE NORTH 40° 24' 40" EAST, 152.40 FEET; THENCE NORTH 21° 34' 58" EAST, 338.03 FEET; THENCE NORTH 9° 51' 47" EAST, 514.20 FEET; THENCE NORTH 26° 14' 05" EAST, 362.02 FEET TO THE NORTHEAST CORNER OF THE WEST ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 32; THE SIDE LINES OF SAID EASEMENT SHALL BE EXTENDED OR SHORTENED SO AS TO TERMINATE IN THE BOUNDARY LINES OF SAID NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 32.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THAT PORTION OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

A 30-FOOT WIDE EASEMENT DESCRIBED AS FOLLOWS:

THE NORTHERLY 30.00 OF THE WEST ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 32.

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 29476



**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET**

PARCEL MAP OR TRACT MAP NO.
PP, CU, PU, MS OR VL NO.

TR 29476

DATE: 10/15/2015

Project: 10-0077

| IMPROVEMENTS | | FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs) | MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs) |
|------------------------------|-------------------|---|--|
| Street/Drainage | \$ 594,424.15 | \$ 594,500.00 | \$ 297,250.00 |
| *Flood Control | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Water EVMWD District Name | \$ 158,268.00 | \$ 158,500.00 | \$ 79,250.00 |
| Sewer EVMWD District Name | \$ 68,190.00 | \$ 68,000.00 | \$ 34,000.00 |
| Total | <u>820,882.15</u> | <u>\$ 821,000.00</u> | <u>\$ 410,500.00</u> |
| Warranty Retention (10%) | | <u>\$ 82,100.00</u> | |

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using City's unit costs, are accurate for determining bonding costs

Above amounts not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Signature

Date

Name Typed or printed

RCE#

Exp. Date



Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. **100% for Flood Control items.
3. For Construction items not covered by "City of Wildomar Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Wildomar Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|------|--|-------------|--------------|
| | | ROADWAY EXCAVATION | | |
| 1,134 | C.Y. | 1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point) | \$ 20.00 | \$ 22,680.00 |
| | | 2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) = | | |
| | C.Y. | (a.) Excavate and Fill | \$ 0.40 | \$ 0.00 |
| | C.Y. | (b.) Excavate and Export | \$ 1.10 | \$ 0.00 |
| | C.Y. | (c.) Import and Fill | \$ 2.80 | \$ 0.00 |
| | | If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.) | | |
| 1,136 | L.F. | Sawcut Exist. A.C. Pavement | \$ 1.00 | \$ 1,136.00 |
| | S.F. | Cold Plane A.C. Pavement | \$ 1.50 | \$ 0.00 |
| 2,761 | S.Y. | Grinding A.C. , in place | \$ 2.00 | \$ 5,522.00 |
| | S.Y. | Remove A.C. Pavement | \$ 0.60 | \$ 0.00 |
| | L.F. | Remove Curb and Gutter | \$ 18.00 | \$ 0.00 |
| 1,136 | L.F. | Remove A.C. Dike | \$ 3.00 | \$ 3,408.00 |
| | EA. | Relocate Mailbox | \$ 250.00 | \$ 0.00 |
| | L.F. | Remove Chain Link Fence | \$ 7.50 | \$ 0.00 |
| | L.F. | Remove Barricade | \$ 10.00 | \$ 0.00 |
| 536 | TON | Asphalt Concrete (30,649 S.F.) (144 lbs/cu.ft) | \$ 90.00 | \$ 48,240.00 |
| 567 | C.Y. | Agg Base Class II (30,649 S.F.) | \$ 50.00 | \$ 28,350.00 |
| 1 | Ton | Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (30,649S.F.) apply at 0.05+0.03 = 0.08 gal/SY | \$ 600.00 | \$ 600.00 |
| 24,848 | S.F. | AC overlay (min. 0.10') (SF) | \$ 0.90 | \$ 22,363.20 |
| 2,355 | L.F. | Curb and Gutter (Type A-6) | \$ 15.00 | \$ 35,325.00 |
| | L.F. | Curb and Gutter (Type A-8) | \$ 17.00 | \$ 0.00 |
| | L.F. | Type "C" Curb | \$ 12.00 | \$ 0.00 |
| | L.F. | Type "D-1" Curb | \$ 12.00 | \$ 0.00 |
| | L.F. | Type "D" Curb | \$ 15.00 | \$ 0.00 |
| 32 | L.F. | A.C. Dike (6")(incl. material & labor) | \$ 8.00 | \$ 256.00 |
| | L.F. | A.C. Dike (8")(incl. material & labor) | \$ 10.00 | \$ 0.00 |
| 1,525 | S.F. | P.C.C. Cross Gutter and Spandrels | \$ 10.00 | \$ 15,250.00 |
| 12,079 | S.F. | P.C.C. Sidewalk | \$ 6.00 | \$ 72,474.00 |
| 4,152 | S.F. | P.C.C. Drive Approach | \$ 8.00 | \$ 33,216.00 |
| | S.F. | P.C.C. Dip Section Std. 307 | \$ 6.00 | \$ 0.00 |
| 4 | EA. | Handicapped Access Ramp | \$ 2,000.00 | \$ 8,000.00 |
| | C.Y. | Structural Reinforcement Concrete | \$ 400.00 | \$ 0.00 |
| 10 | L.F. | Barricades | \$ 100.00 | \$ 1,000.00 |
| | L.F. | Metal Beam Guard Railing | \$ 35.00 | \$ 0.00 |

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|------|--|--------------|--------------|
| 2,341 | L.F. | Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets) | \$ 10.00 | \$ 23,410.00 |
| 288 | L.F. | Chain Link Fence (6') | \$ 80.00 | \$ 23,040.00 |
| | L.F. | Relocate Fence | \$ 12.00 | \$ 0.00 |
| | EA. | Pipe Gate | \$ 1,000.00 | \$ 0.00 |
| | EA. | Relocate Power Pole | \$ 10,000.00 | \$ 0.00 |
| 6 | EA. | Street Lights (including conduit) | \$ 5,000.00 | \$ 30,000.00 |
| | EA. | Concrete Bulkhead | \$ 2,500.00 | \$ 0.00 |
| 1 | EA. | Slope Anchors for Pipes | \$ 300.00 | \$ 300.00 |
| | C.Y. | Cut Off Wall (Std 2') | \$ 400.00 | \$ 0.00 |
| 1 | EA. | A. C. Overside Drain | \$ 800.00 | \$ 800.00 |
| | EA. | Under Sidewalk Drain Std 309 | \$ 2,000.00 | \$ 0.00 |
| | EA. | Flat Outlet Drainage Structure Std 303 | \$ 2,000.00 | \$ 0.00 |
| 2 | EA. | Curb Outlet Drainage Structure Std 308 | \$ 2,000.00 | \$ 4,000.00 |
| | EA. | Private Drainage Structure Std 310 | \$ 500.00 | \$ 0.00 |
| | S.F. | Terrace Drain & Down Drain | \$ 6.50 | \$ 0.00 |
| | S.F. | Interceptor Drain | \$ 6.50 | \$ 0.00 |
| | C.Y. | R.C. Box Culvert | \$ 400.00 | \$ 0.00 |
| | C.Y. | Concrete Channel | \$ 200.00 | \$ 0.00 |
| 7 | C.Y. | Rip Rap (1/4 Ton) Method B | \$ 40.00 | \$ 280.00 |
| | C.Y. | Rip Rap (1/2 Ton) Method B | \$ 45.00 | \$ 0.00 |
| | C.Y. | Rip Rap (1 Ton) Method B | \$ 50.00 | \$ 0.00 |
| | C.Y. | Rip Rap (2 Ton) Method B | \$ 55.00 | \$ 0.00 |
| | C.Y. | Grouted Rip Rap (1/4 Ton) Method B | \$ 60.00 | \$ 0.00 |
| | C.Y. | Grouted Rip Rap (1/2 Ton) Method B | \$ 67.00 | \$ 0.00 |
| | C.Y. | Grouted Rip Rap (1 Ton) Method B | \$ 75.00 | \$ 0.00 |
| | C.Y. | Grouted Rip Rap (2 Ton) Method B | \$ 80.00 | \$ 0.00 |
| 23 | L.F. | 18" R.C. P. Or 21" x 15" RCPA | \$ 113.00 | \$ 2,599.00 |
| | L.F. | 24" R.C. P. Or 28" x 20" RCPA | \$ 115.00 | \$ 0.00 |
| | L.F. | 30" R.C. P. Or 35" x 24" RCPA | \$ 153.00 | \$ 0.00 |
| | L.F. | 36" R.C. P. Or 42" x 29" RCPA | \$ 90.00 | \$ 0.00 |
| | L.F. | 42" R.C. P. Or 49" x 33" RCPA | \$ 100.00 | \$ 0.00 |
| | L.F. | 48" R.C. P. Or 57" x 38" RCPA | \$ 235.00 | \$ 0.00 |
| | L.F. | 54" R.C. P. Or 64" x 43" RCPA | \$ 130.00 | \$ 0.00 |
| | L.F. | 60" R.C. P. Or 71" x 47" RCPA | \$ 150.00 | \$ 0.00 |
| | L.F. | 18" C.S.P. HDPE Or Equal | \$ 40.00 | \$ 0.00 |
| | L.F. | 24" C.S.P. HDPE Or Equal | \$ 50.00 | \$ 0.00 |
| | L.F. | 30" C.S.P. HDPE Or Equal | \$ 60.00 | \$ 0.00 |
| | L.F. | 36" C.S.P. HDPE Or Equal | \$ 70.00 | \$ 0.00 |
| | L.F. | 42" C.S.P. HDPE Or Equal | \$ 80.00 | \$ 0.00 |
| | L.F. | 48" C.S.P. HDPE Or Equal | \$ 100.00 | \$ 0.00 |
| | L.F. | 54" C.S.P. HDPE Or Equal | \$ 110.00 | \$ 0.00 |
| | L.F. | 60" C.S.P. HDPE Or Equal | \$ 120.00 | \$ 0.00 |
| | EA. | Catch Basin W=4' | \$ 2,200.00 | \$ 0.00 |
| | EA. | Catch Basin W=7' | \$ 4,000.00 | \$ 0.00 |
| | EA. | Catch Basin W=14' | \$ 7,800.00 | \$ 0.00 |
| | EA. | Catch Basin W=21' | \$ 12,000.00 | \$ 0.00 |

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|-------|--|--------------|--------------|
| | EA. | Catch Basin W=28' | \$ 15,000.00 | \$ 0.00 |
| | EA. | Type IX Inlet | \$ 2,500.00 | \$ 0.00 |
| | EA. | Type X Inlet | \$ 2,500.00 | \$ 0.00 |
| | EA. | Junction Structure No. 1 | \$ 3,000.00 | \$ 0.00 |
| | EA. | Junction Structure No. 2 | \$ 3,000.00 | \$ 0.00 |
| | EA. | Junction Structure No. 4 | \$ 3,700.00 | \$ 0.00 |
| | EA. | Transition Structure No. 1 | \$ 12,500.00 | \$ 0.00 |
| | EA. | Transition Structure No. 2 | \$ 12,500.00 | \$ 0.00 |
| | EA. | Transition Structure No. 3 | \$ 2,700.00 | \$ 0.00 |
| | EA. | Manhole No. 1 | \$ 2,700.00 | \$ 0.00 |
| | EA. | Manhole No. 2 | \$ 3,300.00 | \$ 0.00 |
| | EA. | Manhole No. 3 | \$ 2,700.00 | \$ 0.00 |
| | EA. | Manhole No. 4 | \$ 5,000.00 | \$ 0.00 |
| | EA. | Adjust Water Valve to Grade (if no water plan) | \$ 250.00 | \$ 0.00 |
| | EA. | Adjust MH to Grade (if no sewer plan) | \$ 600.00 | \$ 0.00 |
| 2 | EA. | FOCAL POINT BIOFILTRATION | \$ 12,000.00 | \$ 24,000.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | SIGNING, STRIPING AND SIGNALS | | |
| | S.F. | Remove Traffic Stripes and Paint Markings | \$ 2.50 | \$ |
| | EA. | Remove, Sign, Salvage | \$ 100.00 | \$ 0.00 |
| | EA. | Relocate Roadside Sign | \$ 150.00 | \$ 0.00 |
| 2 | EA. | Street Name Sign | \$ 275.00 | \$ 550.00 |
| | EA. | Install Sign (Strap and Saddle Bracket Method) | \$ 150.00 | |
| | EA. | Install Sign Mast Arm Hanger Method) | \$ 150.00 | \$ 0.00 |
| | EA. | Road Sign - One Post | \$ 250.00 | \$ 0.00 |
| | EA. | Road Sign - Two Post | \$ 400.00 | \$ 0.00 |
| | EA. | Object Marker - Modified Type "F" Delineator | \$ 60.00 | \$ 0.00 |
| 4 | EA. | Delineator (Class 1 Type F) | \$ 40.00 | \$ 160.00 |
| | EA. | Delineator (Class 2) | \$ 45.00 | \$ 0.00 |
| | EA. | Pavement Marker, Reflective | \$ 3.75 | \$ 0.00 |
| | EA. | Paint Traffic Stripe (2 Coats) | \$ 0.30 | \$ 0.00 |
| | L.F. | Remove Barricade | \$ 10.00 | \$ 0.00 |
| | L.F. | 4" Thermoplastic Traffic Stripe | \$ 0.50 | \$ 0.00 |
| | L.F. | 8" Thermoplastic Traffic Stripe | \$ 0.80 | \$ 0.00 |
| | S. F. | Thermoplastic Channelizing Limit Line and Pavement Marking | \$ 2.25 | \$ 0.00 |
| | S.F. | Thermoplastic Cross Walk and Pavement Marking | \$ 4.00 | \$ 0.00 |
| | EA. | Signal and Lighting | 150,000.00 | \$ 0.00 |
| 2 | EA. | Stop Signs, w/ Legend and Bar | 225.00 | \$ 450.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |

**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS**

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|-------|---|--------------|---------------------|
| | | | \$ | 0.00 |
| | | LANDSCAPING by others | \$ | |
| | S. F. | Maintenance Walk STD 113 | \$ 4.00 | \$ 0.00 |
| | S. F. | Colored Stamped Concrete | \$ 10.00 | \$ 0.00 |
| 32 | EA | Street Trees (15 Gallon) | \$ 100.00 | \$ 3,200.00 |
| | S. F. | Landscape and Irrigation | \$ 3.50 | \$ 0.00 |
| | C.Y. | Landscape Fill Material | \$ 27.00 | \$ 0.00 |
| 1 | EA | Water Meter | \$ 7,000.00 | \$ 7,000.00 |
| | S.F. | Electric Meter | \$ 10,000.00 | \$ 0.00 |
| 2,022 | LF | 6' Landscape Wall, anti-graffiti coating | \$ 38.00 | \$ 76,836.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | A. | Subtotal | \$ | 471,765.20 |
| | B. | Administrative Contingency (% x A) | \$ | 94,353.04 |
| | | NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases | | |
| | C. | Streets/Drainage Total (A + B) | \$ | 566,118.24 |
| | | BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E) | | |
| | D. | 5% x C | \$ | \$28,305.91 |
| | E. | Streets/Drainage Total (C + D) | \$ | \$594,424.15 |

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
WATER IMPROVEMENTS (PER ATTACHED EVMWD ESTIMATE)

| QUANTITY | UNIT | ITEM | UNIT 13 | AMOUNT |
|----------|------|---|-------------|---------|
| | L.F. | 4" Waterline | \$ 13.00 | \$ 0.00 |
| | L.F. | 6" Waterline | \$ 16.00 | \$ 0.00 |
| | L.F. | 8" Waterline | \$ 67.50 | \$ 0.00 |
| | L.F. | 10" Waterline | \$ 27.00 | \$ 0.00 |
| | L.F. | 12" Waterline | \$ 31.00 | \$ 0.00 |
| | L.F. | 18" Waterline | \$ 40.00 | \$ 0.00 |
| | EA. | 4" Gate Valve | \$ 650.00 | \$ 0.00 |
| | EA. | 6" Gate Valve | \$ 800.00 | \$ 0.00 |
| | EA. | 8" Gate Valve | \$ 2,200.00 | \$ 0.00 |
| | EA. | 10" Gate Valve | \$ 1,050.00 | \$ 0.00 |
| | EA. | 12" Gate Valve | \$ 1,250.00 | \$ 0.00 |
| | EA. | Fire Hydrant (6") Super | \$ 2,500.00 | \$ 0.00 |
| | EA. | Fire Hydrant (6") Standard | \$ 5,500.00 | \$ 0.00 |
| | EA. | 4" Misc. Fittings | \$ 150.00 | \$ 0.00 |
| | EA. | 6" Misc. Fittings | \$ 200.00 | \$ 0.00 |
| | EA. | 8" Misc. Fittings | \$ 250.00 | \$ 0.00 |
| | EA. | 10" Misc. Fittings | \$ 280.00 | \$ 0.00 |
| | EA. | 12" Misc. Fittings | \$ 320.00 | \$ 0.00 |
| | EA. | Blowoffs (4") | \$ 1,600.00 | \$ 0.00 |
| | EA. | Service Connections | \$ 1,600.00 | \$ 0.00 |
| | EA. | Adjust Water Valve to Grade | \$ 200.00 | \$ 0.00 |
| | EA. | Relocation of Blowoff | \$ 1,000.00 | \$ 0.00 |
| | EA. | Air and Vacuum Valve | \$ 2,500.00 | \$ 0.00 |
| | EA. | Blue Retroreflective Markers | \$ 15.00 | \$ 0.00 |
| | SF | Sawcut, Remove, Dispose & Replace AC | \$ 6.00 | \$ 0.00 |
| | LS | Traffic Control | \$ 2,500.00 | \$ 0.00 |
| | LF | Restraint Joints | \$ 7.00 | \$ 0.00 |
| | EA. | For Final Agency Acceptance | \$ 6,075.00 | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | A. | Subtotal | | \$ 0.00 |
| | B. | Administrative Contingency (% x A) | | \$ 0.00 |
| | | NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases | | |
| | C. | Water Total (A + B) | | \$ 0.00 |
| | | BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E) | | |
| | D. | 20% x C | | \$ 0.00 |
| | E. | Water Total (C + D) | | \$ 0.00 |

**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
SEWER IMPROVEMENTS (PER ATTACHED EVMWD ESTIMATE)**

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|------|---|-------------|----------------|
| | L.F. | 4" V. C. P. | \$ 15.00 | \$ 0.00 |
| | L.F. | 6" V. C. P. | \$ 25.00 | \$ 0.00 |
| | L.F. | 8" V. C. P. | \$ 30.00 | \$ 0.00 |
| | L.F. | 10" V. C. P. | \$ 35.00 | \$ 0.00 |
| | L.F. | 12" V. C. P. | \$ 40.00 | \$ 0.00 |
| | EA. | Standard Manhole | \$ 2,500.00 | \$ 0.00 |
| | EA. | Drop Manhole | \$ 4,000.00 | \$ 0.00 |
| | EA. | Cleanouts | \$ 500.00 | \$ 0.00 |
| | EA. | Sewer Y's | \$ 30.00 | \$ 0.00 |
| | EA. | Chimneys | \$ 400.00 | \$ 0.00 |
| | EA. | Adjust M.H. to grade | \$ 500.00 | \$ 0.00 |
| | L.F. | Concrete Encasement | \$ 35.00 | \$ 0.00 |
| | EA. | 5' Diameter Manholes | \$ 5,000.00 | \$ 0.00 |
| | SF | Sawcut, Remove, Dispose & Replace AC | \$ 6.00 | \$ 0.00 |
| | LF | Steel casing | \$ 12.50 | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | A. | Subtotal | | \$ 0.00 |
| | B. | Administrative Contingency (% x A) | | \$ 0.00 |
| | | NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases | | |
| | C. | Sewer Total (A + B) | | \$ 0.00 |
| | | BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E) | | |
| | D. | 20% x C | | \$ 0.00 |
| | E. | Sewer Total (C + D) | | \$ 0.00 |

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. _____
 PP, CU, PU, MS OR VL NO. _____

SCH: _____ DATE: _____

| | |
|---|--------------|
| IMPROVEMENT COSTS (Including Contingencies) | |
| I. Streets/Drainage (Line C from Street Improvement Calculations) | \$ 566118.24 |
| II. Water (Line C from Water Improvement Calculations) | \$ 0.00 |
| III. Sewer (Line C from Sewer Improvement Calculations) | \$ 0.00 |
| PLAN CHECK DEPOSIT CALCULATION | |
| A. Street/Drainage (% x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL | \$ 5661.18 |
| B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps) | \$ 0.00 |
| C. Total Plan Check Deposit (A + B) | \$ 5661.18 |
| SURCHARGE FEE CALCULATION | |
| D. Surcharge Fee (2% x C) | \$ 113.22 |
| E. Total Plan Check Deposit and Surcharge Fee | \$ 5774.41 |
| MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS | |
| Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit. | |
| For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000 | |
| For PM (Schedule H, I) - minimum \$2,000.00 | |
| For PP/CU/PU/MS/VL - minimum \$2,000.00 | |
| COMMENTS | |

Board of Directors
Phil Williams, President
Harvey R. Ryan, Vice President
Andy Morris, Treasurer
George Cambero, Director
Nancy Horton, Director



General Manager
John D. Vega
District Secretary
Terese Quintanar
Legal Counsel
Best Best & Krieger

Our Mission...

EVMWD will provide reliable, cost-effective, high quality water and wastewater services that are dedicated to the people we serve.

October 16, 2015

Attn: Matt Bassi
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

**Subject: Tract 29476 Sewer and Water - Bonding Letter for PIA
WO# 2013-019**

Elsinore Valley Municipal Water District has completed the plan check process for the subject project. As part of our review, the Engineer's Cost Estimate attached has been accepted and it is expected that bonding for this project will include the final estimate of \$226,458.00, for water and sewer improvements.

If there are any changes made to the plans prior to the approval of the Public Improvement Agreement and associated bonds, the District will require and updated Engineer's Cost Estimate submittal and approval.

Please reference the subject work order number with your correspondence. If you have any questions regarding the above information, please feel free to contact the Engineering Dept. at extension 6705.

Respectfully,

Joanna Stewart
Construction Services Manager

JS/kg

Enclosure: Final Engineers Cost Estimate

Cc: Jason Farag
Larry R. Markham
Dan York

F:\ENGINE\2_Developer Projects\2013\13-019 - Tract 29476 - (MDMG, Inc.)\Correspondence\Misc. Correspondence\10-16-2015 - Bonding
Letter City of Wildomar - 13-019.doc

**CONSTRUCTION COST ESTIMATE
FOR SEWER IMPROVEMENTS
WO# 13-019**

SEWER IMPROVEMENTS

Date Prepared: 8/28/2014

Project: CALPROP

Prepared by: SLM

[illegible]

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.
2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.
3. DIP force main price shall be 30% higher than PVC force mains.



**CONSTRUCTION COST ESTIMATE
FOR WATER IMPROVEMENTS**

WO# 13-019

WATER/RW IMPROVEMENTS

Date Prepared: 8/28/2014

Project: CALPROP

Prepared by: SLM

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|-------|------------------------------|-----------|----------------------|
| | LF | 4" PVC Water Main | \$ 41.00 | \$ - |
| | LF | 6" PVC Water Main | 45.00 | - |
| | LF | 8" PVC Water Main | 50.00 | - |
| | LF | 12" PVC Water Main | 65.00 | - |
| | LF | 16" DIP Water Main | 150.00 | - |
| | LF | 18" DIP Water Main | 180.00 | - |
| 628 | LF | 8" DIP Water Main | 67.50 | 42,390.00 |
| | EA | 4" RW Gate Valve | 1,800.00 | - |
| | EA | 6" RW Gate Valve | 2,000.00 | - |
| 4 | EA | 8" RW Gate Valve | 2,200.00 | 8,800.00 |
| | EA | 12" Butterfly Valve | 3,000.00 | - |
| | EA | 16" Butterfly Valve | 5,500.00 | - |
| | EA | 18" Butterfly Valve | 6,500.00 | - |
| | EA | 20" Butterfly Valve | 7,000.00 | - |
| | EA | 24" Butterfly Valve | 8,500.00 | - |
| | EA | Fire Hydrant (6") Super | 6,500.00 | - |
| 4 | EA | Fire Hydrant (6") Standard | 5,500.00 | 22,000.00 |
| 4 | EA | Adjust Water Valve to Grade | 350.00 | 1,400.00 |
| | EA | Relocation of Blowoff | 4,500.00 | - |
| | EA | 1" Water Service | 1,100.00 | - |
| 28 | EA | 1.5" Water Service | 1,600.00 | 44,800.00 |
| | EA | 2" Water Service | 3,000.00 | - |
| | EA | 3" Water Service | 4,500.00 | - |
| 1 | EA | 1" Air/Vac Assembly | 2,500.00 | 2,500.00 |
| | EA | 2" Air/Vac Assembly | 4,000.00 | - |
| | EA | 4" Air/Vac Assembly | 6,000.00 | - |
| | EA | 4" Blowoff | 5,000.00 | - |
| 1 | EA | 6" Blowoff | 6,000.00 | 6,000.00 |
| | IN/LF | Steel Casing | 20.00 | - |
| | EA | 1" Sample Point | 2,000.00 | - |
| | LS | Traffic Control | N/A | - |
| | EA | 4" DCDA | 4,000.00 | - |
| | EA | 6" DCDA | 5,000.00 | - |
| | EA | 8" DCDA | 7,000.00 | - |
| | EA | 10" DCDA | 10,000.00 | - |
| 3 | EA | 8" Fitting | 400.00 | 1,200.00 |
| 2 | EA | 6" Flex Couplings | 500.00 | 1,000.00 |
| 3 | EA | 8" High Deflection Couplings | 600.00 | 1,800.00 |
| | | | | - |
| | | Subtotal | | 131,890.00 |
| | | 20% Contingency | | 26,378.00 |
| | | Total | | \$ 158,268.00 |

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.

Water-RW



MARKHAM DEVELOPMENT MANAGEMENT GROUP, INC.

County of Riverside
4080 Lemon Street, 8th Floor
Riverside, CA 92502
Mr. Juan Perez
Deputy Transportation Director

December 6, 2005

Subject: TM 29476, Approved 12/4/01
COA 50 Trans 2
La Estrella Road
Calprop - 975.1

PROJECT#: 10-0077 TR29476
FSOD & ALL IMPROVEMENTS
PLN-13-0034
RESPONSE TO PLNCK CORRECTIONS
FROM JUNE 2013
ROUTED ON 3/24/14

Pursuant to our discussion over the past few months regarding the subject map and the contiguous map TM 22948, KB Homes, I would like to memorialize our discussions and receive a written determination from you on behalf of Transportation Department.

As you are aware, KB Homes provided a separate cash payment for the La Estrella improvements (see attached), owing to the refusal by USFWS to issue permits for the construction of this portion of La Estrella without permitting the entire length of La Estrella.

You will note on the tentative map we clearly show that La Estrella was for dedication of right of way only (see attachment) and that furthermore the La Estrella alignment lies entirely within the remainder parcel.

Be that as it may Calprop finds themselves in the same predicament with even more uncertainty, regarding any ability to establish vertical grade on the west property line.

Therefore, Calprop is requesting the same arrangement be arrived at with the Transportation Department to provide a cash payment equal to the cost of constructing La Estrella along with the two EVMWD water lines (see attachment).

Please provide your written response at your earliest possible convenience or counter sign this letter and return.

Sincerely,

Larry Markham

Agreed

Date

Juan Perez

Deputy Transportation Director

1/24/06

41635 Enterprise Circle North, Suite B

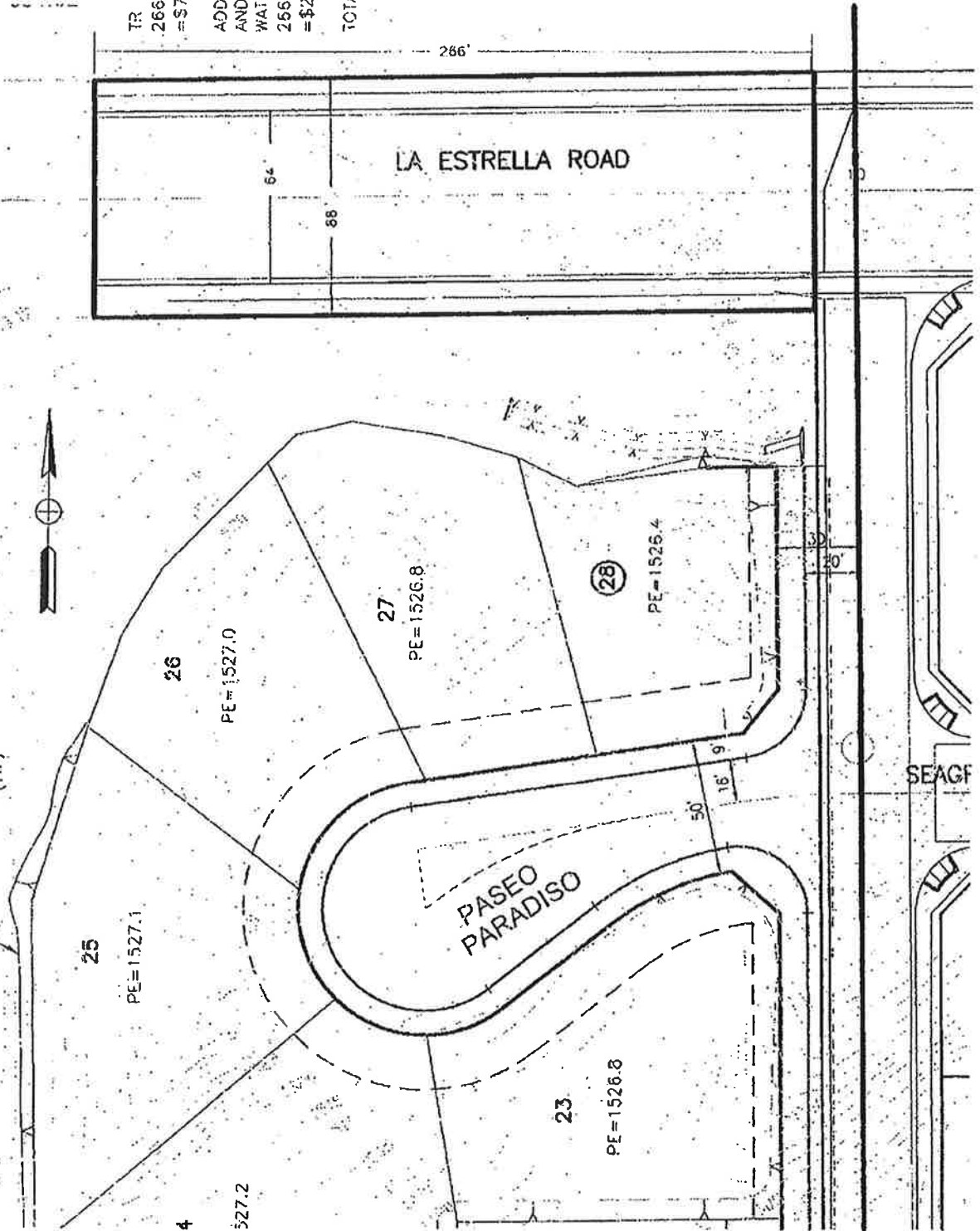
Temecula, CA 92590-5614

(951) 296-3466

Fax: (951) 296-3476

www.markhamdmg.com

1/2:1 TENSAR REINFORCED SLOPES
BY SEPARATE PERMIT
(TYP)



TR 29476 TOTAL
266 LF @ \$282/LF
=\$75,000
ADDITIONAL : 650
AND 1850 ZONE
WATERLINES
266 LF @ \$97/LF
=\$26,000
TOTAL = \$101,000

hce
1/26/06

CASH-IN-LIEU ESTRELLA ROAD FULL WIDTH

FUTURE STREET IMPROVEMENTS (LA ESTRELLA ROAD)

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|------------------|--|------------|-------------|
| | | Roadway Excavation | | |
| | C.Y. | 1. Projects with a grading plan Area x 0.50' (hinge point to hinge point) | \$9.50 | \$0.00 |
| | | 2. Projects without a Grading Plan (Road Area and side slopes to daylight Cut @ = Fill (f) = | | |
| | C.Y. (c or f) | (a.) Excavate and Fill | \$0.40 | \$0.00 |
| | C.Y. (c-f) | (b.) Excavate and Export | \$1.10 | \$0.00 |
| | C.Y. (f-c) | (b.) (c.) Import and Fill | \$1.20 | \$0.00 |
| | | If balance, provide (a.) only, either cut or fill If export, provide (a)&(b)a=fill,b=cut-fill If import, provide (a)&@,a=cut, c=fill-cut (Unit costs for (a), (b),&@ are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions. | | |
| 600 | TON | Asphalt Concrete(17024 SF) (144 lbs/cu. Ft.) | \$38.00 | \$22,800.00 |
| 315 | C.Y. | Agg Base Class II (17024 SF) | \$24.00 | \$7,560.00 |
| 0.6 | TON | Asphalt Emulsion (Fog Seal/Pain Binder) (1 ton = 240 gals) (17024 SF) apply at 0.05 + 0.03 = 0.08 gal/SY | \$400.00 | \$240.00 |
| 532 | L.F. | Curb and Gutter (Type A-6) | \$10.00 | \$5,320.00 |
| | S.F. | P.C.C. Cross Gutter and Spandrels | \$8.00 | \$0.00 |
| 3192 | S.F. | P.C.C. Sidewalk | \$4.00 | \$12,768.00 |
| | L.F. | Barricades | \$40.00 | \$0.00 |
| 266 | L.F. | Utility Trench, one side (Edison, Telephone Cable)(total length of streets) | \$10.00 | \$2,660.00 |
| 1 | EA. | Street Lights (Including Conduit) | \$5,000.00 | \$5,000.00 |
| 1 | LS | La Estrella RW and slopes Landscaping | \$3,117.00 | \$3,117.00 |
| | LS | Landscaping Water Meter | \$5,740.92 | \$0.00 |
| | LS | Landscaping Electric Meter | \$1,000.00 | \$0.00 |
| | LS | Electric Meter Cabinet | \$2,500.00 | \$0.00 |
| | | | | |
| | | | | |
| | | Subtotal | | \$59,465.00 |
| | | Inspection (3%) | | \$1,783.95 |
| | | Subtotal | | \$61,248.95 |
| | | Survey and Staking (3%) | | \$1,783.95 |
| | | Subtotal | | \$63,032.90 |
| | | Design (10%) | | \$0.00 |
| | | Subtotal | | \$63,032.90 |
| | | Contingencies (20%) | | \$11,893.00 |
| | | | | |
| | | | | |
| | | TOTAL | | \$74,925.90 |

FUTURE WATER IMPROVEMENTS (LA ESTRELLA ROAD)

[illegible]

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 29476

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 821,000.00

Surety: _____

Attorney-in-fact: _____

Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 410,500.00

Surety: _____

Attorney-in-fact: _____

Address: _____

CASH MONUMENT SECURITY: \$ 46,000.00

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF WILDOMAR
TRACT MAP NO. 29476 IMPROVEMENTS
FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and Alta Colina, LLC, a California Limited Liability company ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 29476 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 20__ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Eight Hundred Twenty One Thousand and No/100 Dollars (\$821,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if 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, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this _____ day of _____, _____.

Principal

Surety

By: _____

Its: Managing Member

By: _____

Attorney-In-Fact

(print name)

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF WILDOMAR
TRACT MAP 29476 IMPROVEMENTS
FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and Alta Colina, LLC, a California Limited Liability company ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 29476 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated _____, 20__ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 1 (commencing with section 8000) through Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Four Hundred Ten Thousand Five Hundred and No/100 Dollars (\$410,500.00), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 1 (commencing with Section 8000) through Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this ____ day of _____, _____.

Principal

Surety

By: _____

Its: Managing Member

By: _____

Attorney-In-Fact

(print name)

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

EXHIBIT "D"

LIST OF TRACT MAP CONDITIONS OF APPROVAL NOT SATISFIED

| Condition Number | Condition Timing | Condition Description | Condition | Notes |
|------------------|--------------------------|----------------------------|--|--|
| 50.Fire. 6 | Prior to Map Recordation | MAP-#9-MITIGATION UNIT/LOT | The applicant of developer shall deposit with the Riverside County Fire Department, a check of money order in the sum of \$400.00 per lot/unit as mitigation for fire protection impacts. | |
| 50.Planning. 9 | Prior to Map Recordation | MAP - QUIMBY FEES | The subdivider shall submit to the County Planning Department - Development Review Division a duly and completely executed agreement with the Riverside Parks and Recreation District which demonstrates to the satisfaction of the County that the land divider has provided for the payment of parks and recreation fees and/or dedication of land for the TENTATIVE MAP in accordance with Section 10.35 of County Ordinance No. 460. | Condition will be satisfied by payment of City's Development Impact Fees (DIF) |
| 50.Trans. 1 | Prior to Map Recordation | MAP - R & B B D | Prior to the recordation of the final map, or any phase thereof, the project proponent shall pay fees in accordance with Zone A of the SWAP Road and Bridge Benefit District. Should the project proponent choose to defer the time of payment, a written request shall be submitted to the County, deferring said payment to the time of issuance of a building permit. Fees which are deferred shall be based upon the fee schedule in effect at the time of issuance of the permit. | Condition will be satisfied by payment of the City's Development Impact Fees (DIF). |
| 50.Trans. 2 | Prior to Map Recordation | MAP - DEDICATIONS | <p>'A' and 'B' Streets shall be improved within the dedicated right-of-way in accordance with County Standard No. 106, Section A. (32'/50')</p> <p>La Estrella Road shall be improved within the dedicated right-of-way in accordance with County Standard No. 102. (64'/88')</p> | The La Estrella Road portion of the Condition of Approval will be satisfied by payment of a cash-in-lieu contribution of \$101,000.00, as accepted by the Riverside County Transportation Department in a letter dated 1/26/06 on file with the City of Wildomar and included in Exhibit "B" of this agreement. Cash-in-lieu payment will be required prior to first building permit issuance. |

EXHIBIT "D" (continued)**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

| Condition Number | Condition Timing | Condition Description | Condition | Notes |
|-------------------------|--------------------------|------------------------------|--|--|
| 50.Trans. 4 | Prior to Map Recordation | MAP - IMP PLANS | Improvement plans for the required improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the Riverside County Transportation Department. Completion of road improvements does not imply acceptance for maintenance by County. | |
| 50.Trans. 5 | Prior to Map Recordation | MAP - PART-WIDTH | David Lane shall be improved with 32 feet of asphalt concrete pavement within a 45' part-width dedicated right-of-way in accordance with County Standard No. 104, Section A. (20'/30') | |
| 50.Trans. 13 | Prior to Map Recordation | MAP - STRIPING PLAN | A signing and striping plan is required for this project. The applicant shall be responsible for any additional paving and/or striping removal caused by the striping plan. Traffic signing and striping shall be performed by County forces with all incurred costs borne by the applicant, unless otherwise approved by the County Traffic Engineer. | |
| 50.Trans. 14 | Prior to Map Recordation | MAP - STREET NAME SIGN | The land divider shall install street name sign(s) in accordance with County Standard No. 816 as directed by the Transportation Department. | Condition satisfied by installation of City Std. 815B |
| 50.Trans. 17 | Prior to Map Recordation | MAP - LANDSCAPING STD | Any landscaping within public road rights-of-way shall comply with Transportation Department standards and require approval by the Transportation Department and assurance of continuing maintenance through the establishment of a landscape maintenance district/maintenance agreement or similar mechanism as approved by the Transportation Department. Landscape plans shall be submitted on standard County Plan sheet format (24" x 36") . Landscape plans shall be submitted with the street improvement plans and shall depict ONLY such landscaping, irrigation and related facilities as are to be placed within the public road rights-of-way. | Conditions satisfied by annexation into City CFD-Services. |

EXHIBIT "D" (continued)

**LIST OF TRACT MAP CONDITIONS
OF APPROVAL NOT SATISFIED**

| Condition Number | Condition Timing | Condition Description | Condition | Notes |
|-------------------------|--------------------------|------------------------------|--|--|
| 50.Trans. 18 | Prior to Map Recordation | MAP - LANDSCAPING G. P. | The applicant shall comply with the parkway landscaping requirements of Ordinance 499 for all General Plan Circulation Element roads. Landscaping shall be installed along La Estrella Road, and shall be maintained by annexation into a County Service Area and/or Assessment District or enter into a continuous agreement. Landscaping plans shall be submitted with the street improvement plans for approval. | Conditions satisfied by annexation into City CFD-Services. |
| 50.Trans. 21 | Prior to Map Recordation | MAP - STREET LIGHT | Install street lights along the streets associated with the development in accordance with the standards of County Ordinances 460 and 461 and County procedures. For specific case requirements, contact the Riverside County Transportation Department, Traffic Project Development Section. The County Service Area (CSA) Administrator determines whether the development is within an existing assessment district. If not, the landowner shall file an application with LAFCO for annexation into or creation of a County Service Area pursuant to Governmental Code Section 56000. PRIOR TO RECORDATION, the landowner shall receive and provide a Certificate of Completion from LAFCO. | Conditions satisfied by annexation into City CFD-Services. Street lighting design and installation shall be prepared for City ownership to the satisfaction of the City Engineer. |

EXHIBIT "E"
LIEN AGREEMENT

NO FEE DOCUMENT

Government Code §6103

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

CITY OF WILDOMAR

23873 Clinton Keith Road, Suite 201

Wildomar, CA 92595

Attn: City Clerk

The Above Space For Recorder's
Use Only

LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is made and entered into this 8th day of June, 2016, by and between the CITY OF WILDOMAR, a California municipal corporation ("City") and Alta Colina, LLC, a California limited liability company, ("Owner").

RECITALS

A. Owner has applied to City for approval of a Final Map pursuant to City of Wildomar Municipal Code Title 16.56 ("the Subdivision Code") for Tract Map No. 29476, ("Final Map") for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property").

B. The Final Map is a Schedule A Subdivision per Section 16.24.040 of the Wildomar Municipal Code because it consists of a division of land into five or more parcels, where any parcel is less than 18,000 square feet in net area.

C. The conditions of approval for Tract Map 29476 require Owner to construct certain improvements that upon completion will be accepted by the City as public improvements ("Public Improvements"). An itemization of the Public Improvements and an estimate of the costs for the Public Improvements approved by the City Engineer is attached as Exhibit "B" and incorporated herein by this reference.

D. In order to obtain approval of the Final Map prior to completing all of the Public Improvements, Owner is required to enter into an agreement with City for the completion of the Public Improvements and the provision of security for the Public Improvements ("Subdivision Improvement Agreement").

E. Wildomar Municipal Code Section 16.56.030 and Government Code Section 66499 authorize the City and Owner to enter into this Lien Agreement simultaneously with the Subdivision Improvement Agreement in satisfaction of the security obligations contained in the Subdivision Improvement Agreement for the Public Improvement. In addition, Owner and City desire this Lien Agreement to secure the setting of the required subdivision boundaries, lot corners, and street centerline monuments ("Subdivision Monuments").

F. City has found and determined that it would not be in the public interest to require the installation of the Public Improvements sooner than two years after recordation of the Final Map.

G. Owner has provided a title insurance policy and current title report to the City from a title company approved by the City and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the Property and the Property is not subject to any mortgages, deeds of trust, or judgment liens.

OPERATIVE PROVISIONS

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledged, the Parties hereto agree as follows:

I. Owner Performance and Obligations

A. Owner hereby grants to City, in accordance with the terms and conditions of this Lien Agreement, a lien upon the Property as security for the following obligations of Owner:

- (1) Construction of the Public Improvements specified in Exhibit "B" attached hereto; provided, however, that Owners obligation hereunder shall extend to the actual cost of the construction of the Public Improvements, not withstanding that such costs may exceed the estimate set forth in Exhibit "B"; and
- (2) Setting of the Subdivision Monuments required by Section 16.16.100 of the Wildomar Municipal Code and Section 66495 et seq. of the Government Code for the Final Map; and
- (3) Payment of the balance of the fees or provision of the improvements or services described in the Subdivision Code (collectively, "Fees"), in the amount required in accordance with the Subdivision Code, as determined appropriate by the Director of Public Works.

This Lien secures that obligation and the remedies provided herein for breach of that obligation.

B. For so long as title to the property remains subject to this Lien Agreement, Owner shall not: (1) request issuance by the Department of Real Estate for the Final Subdivision Public Report for the Property; (2) sell or permit the sale of any lot shown on the Final Map; or (3) commence work on any portion of the Public Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the City. Notwithstanding the above, fee title to the entire

property encumbered by this Lien Agreement or to all lots designated on the Final Map may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides acceptable alternative security acceptable to the City and executes a new Subdivision Improvement Agreement with the City.

C. At the time Owner executes this Lien Agreement, Owner shall file with the City a cash deposit in the amount of Twelve Thousand Dollars (\$12,000), to be used by City to reimburse City for any costs which City may incur in processing a reversion to acreage initiated pursuant to this Lien Agreement. Any unused portion of such deposit shall be refunded to Owner following completion of such reversion. If the costs of reverting the Property to acreage exceed \$12,000, Owner shall pay additional costs to City prior to recordation of the reversion of acreage map. The unused portion of this deposit may be applied to the deposit of fees for inspection, tests and other related purposes for the required Public Improvements or Subdivision Monuments upon termination of this Lien Agreement. If the fee title to the entire property encumbered by this Lien Agreement or all lots designated on the Final Map are sold in the aggregate to a single purchaser and the purchaser executes a new lien agreement, the purchaser shall file with City a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) for the purpose of reverting the property to acreage if the purchaser breaches the terms of the lien agreement. Upon receipt of the substitute deposit from the purchaser and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to City by Owner.

D. Prior to commencing the installation and construction of any portion of the Public Improvements or Subdivision Monuments required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspection, tests and other related purposes, and shall substitute other forms of security satisfactory to City in place of this Lien Agreement.

E. Owner also agrees to provide all substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Public Improvements or Subdivision Monuments at the time of substitution, as ascertained by City.

F. Owner shall substitute acceptable security for this Lien Agreement and commence construction of the Public Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of the Final Map. At its sole discretion, the City may grant up to three extensions of time in accordance with Section 16.56.030(H) of the City's Municipal Code. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the City, and issued within 60 days prior to the request for an extension of time, that documents that Owner is the record owner of the real property to be divided as identified on the Final Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.

G. Owner shall pay the Fees related to the work required by the Subdivision Improvement Agreement for which the Fees are required prior to issuance of any building permit or, if permitted by the City, prior to occupancy.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the City in successfully enforcing Owner's obligations shall be paid by Owner, including attorneys fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

I. Owner agrees to indemnify, and hold harmless, the City, its officers, employees and agents from any liability whatsoever based or asserted upon: (i) any act or omission of Owner, its employees and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement; or (ii) the approval of this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend at its own expense, including attorneys' fees, the City, its officers, employees and agents in any legal action based upon such alleged acts or omissions.

II. City's Performance and Obligations

A. Following (1) City's approval of the substitute forms of security submitted by Owner, (2) deposit by Owner of fees for inspections, tests and other specific purposes and (3) Owner's payment or other performance of these obligations encompassed by the Fees required by the Subdivision Code, performance of which are secured by this Lien Agreement, City shall release the Property, from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

B. In no instances shall this Lien Agreement compel the City to construct the required Public Improvements or install the Subdivision Monuments.

III. Owner's Representations and Warranties

Owner represents and warrants that no lots within the Property have been sold, no construction permits (including but not limited to grading permits and building permits) have been issued and are active for all or part of the Property, and no construction of any of the Public Improvements has commenced.

IV. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreement and any Fees. Under no circumstances shall the City agree to subordinate the lien.

B. Owner shall have the right to convey or sell fee title to the entire property encumbered by this Lien Agreement, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Lien Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security acceptable to the City per Section 16.56.010 of the City's Municipal Code. Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Public Improvements by the same date as is specified herein.

C. This Lien Agreement shall expire upon release of the Property by the City, except that Owner's obligation to commence the Public Improvements within three (3) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Code), as described in Section I (F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Public Improvements in full compliance with the Subdivision Improvement Agreement.

D. Notwithstanding any provisions of the Subdivision Code to the contrary, so long as this Lien Agreement is utilized for security as described herein, the City is not obligated to accept offers of dedication for street or drainage purposes on the property.

V. Events of Default

Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

A. Failure by Owner to deposit fees for inspections, tests and other specified purposes or to substitute other forms of security satisfactory to City within the time allotted and as prescribed by this Lien Agreement.

B. Commencement of any work on the Public Improvements or Subdivision Monuments by Owner, its agents or employees, prior to substitution of acceptable security with the City in place of this Lien Agreement except as specifically authorized by City to correct or prevent threats to public health, safety or general welfare.

C. Failure by Owner to substitute acceptable security for this Lien Agreement and commence construction of the Public Improvements described in the Subdivision Improvement Agreement within the time allotted and as prescribed by this Lien Agreement.

D. Failure by Owner to pay Fees described in Section I (A) (2), above, at the time required herein.

E. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state

or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within (60) days.

F. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within 60 days.

G. Sale of any lot shown on the Final Map prior to release of the lien created by this Lien Agreement, except as provided in subparagraph IV (B).

H. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property.

I. Breach by owner of any other term or condition of this Lien Agreement or the Subdivision Improvement Agreement or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

All References to Owner in this section shall be deemed to include Owner's successors, assignees, and transferees.

VI. City's Remedies

Upon the occurrence of any of the events described in Section V, above, City may declare a breach of this Lien Agreement by giving thirty (30) days written notice to Owner, and may, at City's option, exercise any one or more of the following remedies:

A. Pursue any or all if the remedies provided in the Subdivision Improvement Agreement;

B. Enforce this lien by appropriate action in court or as provided by law and in the event of enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

C. Estimate the cost of the work required to complete the Public Improvements and/or the installation of Subdivision Monuments, and all fees, and foreclose said lien in said amount;

D. Initiate proceedings for reversion of the real property within the land division to acreage, at the expense of the Owner, in accordance with the provisions of the Subdivision Map Act;

E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as cost in said proceedings.

VII. General Provisions

A. Recordation. This Lien Agreement shall be recorded by City with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledge subordination of their interest of this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the City Council of the City of Wildomar.

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

E. Governing Law. This Lien Agreement shall be governed, interpreted, construed, and enforced in accordance with laws of the State of California.

F. Headings. The captions and section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or effect construction or interpretation of any term or provision hereof.

G. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressed herein.

I. Severability. If any term, provision, covenant, or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be effected thereby, and each term, provision, covenant, or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

CITY OF WILDOMAR,
a Municipal Corporation
of the State of California

ALTA COLINA, LLC,
a California limited liability company

By: _____

GARY NORDQUIST

By: _____

VICTOR ZACCAGLIN

Victor Zaccaglin, Manager
(Victor Zaccaglin, Manager)

ATTEST:

Sharon A. Lee
City Clerk

APPROVED AS TO FORM:

Tom Fox
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

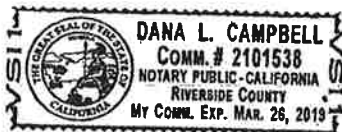
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Riverside)
 On June 2, 2016 before me, Dana L Campbell, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Victor Zaccaglin
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Dana L Campbell
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lien Agreement Document Date: 6/8/2016
 Number of Pages: 8 Signer(s) Other Than Named Above: Gary Nordquist

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

Real property in the City of Wildomar, County of Riverside, State of California, described as follows:

PARCEL 1: (362-180-042-0)

THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THAT PORTION OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

A 30-FOOT WIDE EASEMENT LYING 15 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE NORTHERLY, 15.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ TO THE TRUE POINT OF BEGINNING; THENCE NORTH $88^{\circ} 29' 23''$ EAST, 91.06 FEET; THENCE NORTH $56^{\circ} 15' 01''$ EAST, 99.33 FEET; THENCE NORTH $40^{\circ} 24' 40''$ EAST, 152.40 FEET; THENCE NORTH $21^{\circ} 34' 58''$ EAST, 338.03 FEET; THENCE NORTH $9^{\circ} 51' 47''$ EAST, 514.20 FEET; THENCE NORTH $26^{\circ} 14' 05''$ EAST, 362.02 FEET TO THE NORTHEAST CORNER OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 32; THE SIDE LINES OF SAID EASEMENT SHALL BE EXTENDED OR SHORTENED SO AS TO TERMINATE IN THE BOUNDARY LINES OF SAID NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 32.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THAT PORTION OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

A 30-FOOT WIDE EASEMENT DESCRIBED AS FOLLOWS:

THE NORTHERLY 30.00 OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 32.

EXHIBIT "B"

PUBLIC IMPROVEMENTS & COSTS



**CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET**

PARCEL MAP OR TRACT MAP NO.
PP, CU, PU, MS OR VL NO.

TR 29476

DATE: 10/15/2015

Project: 10-0077

| IMPROVEMENTS | FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs) | | MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs) |
|--------------------------|---|---------------|--|
| | | | |
| Street/Drainage | \$ 594,424.15 | \$ 594,500.00 | \$ 297,250.00 |
| *Flood Control | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Water EVMWD | \$ 158,268.00 | \$ 158,500.00 | \$ 79,250.00 |
| District Name | | | |
| Sewer EVMWD | \$ 68,190.00 | \$ 68,000.00 | \$ 34,000.00 |
| District Name | | | |
| Total | 820,882.15 | 821,000.00 | 410,500.00 |
| Warranty Retention (10%) | | 82,100.00 | |

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using City's unit costs, are accurate for determining bonding costs

Above amounts not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Signature

10.15.15
Date

Larry R. Markham
Name Typed or printed

30657 3.31.16
RCE# Exp. Date



Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

*** PLEASE READ INSTRUCTIONS BELOW ***

- Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Wildomar Improvement Requirement Worksheet."
- Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. **100% for Flood Control items.
- For Construction items not covered by "City of Wildomar Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Wildomar Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|------|--|-------------|--------------|
| | | ROADWAY EXCAVATION | | |
| 1,134 | C.Y. | 1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point) | \$ 20.00 | \$ 22,680.00 |
| | | 2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) = | | |
| | C.Y. | (a.) Excavate and Fill | \$ 0.40 | \$ 0.00 |
| | C.Y. | (b.) Excavate and Export | \$ 1.10 | \$ 0.00 |
| | C.Y. | (c.) Import and Fill | \$ 2.80 | \$ 0.00 |
| | | If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.) | | |
| 1,136 | L.F. | Sawcut Exist. A.C. Pavement | \$ 1.00 | \$ 1,136.00 |
| | S.F. | Cold Plane A.C. Pavement | \$ 1.50 | \$ 0.00 |
| 2,761 | S.Y. | Grinding A.C. , in place | \$ 2.00 | \$ 5,522.00 |
| | S.Y. | Remove A.C. Pavement | \$ 0.60 | \$ 0.00 |
| | L.F. | Remove Curb and Gutter | \$ 18.00 | \$ 0.00 |
| 1,136 | L.F. | Remove A.C. Dike | \$ 3.00 | \$ 3,408.00 |
| | EA. | Relocate Mailbox | \$ 250.00 | \$ 0.00 |
| | L.F. | Remove Chain Link Fence | \$ 7.50 | \$ 0.00 |
| | L.F. | Remove Barricade | \$ 10.00 | \$ 0.00 |
| 536 | TON | Asphalt Concrete (30,649 S.F.) (144 lbs/cu.ft) | \$ 90.00 | \$ 48,240.00 |
| 567 | C.Y. | Agg Base Class II (30,649 S.F.) | \$ 50.00 | \$ 28,350.00 |
| 1 | Ton | Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (30,649S.F.) apply at 0.05+0.03 = 0.08 gal/SY | \$ 600.00 | \$ 600.00 |
| 24,848 | S.F. | AC overlay (min. 0.10") (SF) | \$ 0.90 | \$ 22,363.20 |
| 2,355 | L.F. | Curb and Gutter (Type A-6) | \$ 15.00 | \$ 35,325.00 |
| | L.F. | Curb and Gutter (Type A-8) | \$ 17.00 | \$ 0.00 |
| | L.F. | Type "C" Curb | \$ 12.00 | \$ 0.00 |
| | L.F. | Type "D-1" Curb | \$ 12.00 | \$ 0.00 |
| | L.F. | Type "D" Curb | \$ 15.00 | \$ 0.00 |
| 32 | L.F. | A.C. Dike (6")(incl. material & labor) | \$ 8.00 | \$ 256.00 |
| | L.F. | A.C. Dike (8")(incl. material & labor) | \$ 10.00 | \$ 0.00 |
| 1,525 | S.F. | P.C.C. Cross Gutter and Spandrels | \$ 10.00 | \$ 15,250.00 |
| 12,079 | S.F. | P.C.C. Sidewalk | \$ 6.00 | \$ 72,474.00 |
| 4,152 | S.F. | P.C.C. Drive Approach | \$ 8.00 | \$ 33,216.00 |
| | S.F. | P.C.C. Dip Section Std. 307 | \$ 6.00 | \$ 0.00 |
| 4 | EA. | Handicapped Access Ramp | \$ 2,000.00 | \$ 8,000.00 |
| | C.Y. | Structural Reinforcement Concrete | \$ 400.00 | \$ 0.00 |
| 10 | L.F. | Barricades | \$ 100.00 | \$ 1,000.00 |
| | L.F. | Metal Beam Guard Railing | \$ 35.00 | \$ 0.00 |

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|------|--|--------------|--------------|
| 2,341 | L.F. | Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets) | \$ 10.00 | \$ 23,410.00 |
| 288 | L.F. | Chain Link Fence (6') | \$ 80.00 | \$ 23,040.00 |
| | L.F. | Relocate Fence | \$ 12.00 | \$ 0.00 |
| | EA. | Pipe Gate | \$ 1,000.00 | \$ 0.00 |
| | EA. | Relocate Power Pole | \$ 10,000.00 | \$ 0.00 |
| 6 | EA. | Street Lights (including conduit) | \$ 5,000.00 | \$ 30,000.00 |
| | EA. | Concrete Bulkhead | \$ 2,500.00 | \$ 0.00 |
| 1 | EA. | Slope Anchors for Pipes | \$ 300.00 | \$ 300.00 |
| | C.Y. | Cut Off Wall (Std 2') | \$ 400.00 | \$ 0.00 |
| 1 | EA. | A. C. Overside Drain | \$ 800.00 | \$ 800.00 |
| | EA. | Under Sidewalk Drain Std 309 | \$ 2,000.00 | \$ 0.00 |
| | EA. | Flat Outlet Drainage Structure Std 303 | \$ 2,000.00 | \$ 0.00 |
| 2 | EA. | Curb Outlet Drainage Structure Std 308 | \$ 2,000.00 | \$ 4,000.00 |
| | EA. | Private Drainage Structure Std 310 | \$ 500.00 | \$ 0.00 |
| | S.F. | Terrace Drain & Down Drain | \$ 6.50 | \$ 0.00 |
| | S.F. | Interceptor Drain | \$ 6.50 | \$ 0.00 |
| | C.Y. | R.C. Box Culvert | \$ 400.00 | \$ 0.00 |
| | C.Y. | Concrete Channel | \$ 200.00 | \$ 0.00 |
| 7 | C.Y. | Rip Rap (1/4 Ton) Method B | \$ 40.00 | \$ 280.00 |
| | C.Y. | Rip Rap (1/2 Ton) Method B | \$ 45.00 | \$ 0.00 |
| | C.Y. | Rip Rap (1 Ton) Method B | \$ 50.00 | \$ 0.00 |
| | C.Y. | Rip Rap (2 Ton) Method B | \$ 55.00 | \$ 0.00 |
| | C.Y. | Grouted Rip Rap (1/4-Ton) Method B | \$ 60.00 | \$ -0.00 |
| | C.Y. | Grouted Rip Rap (1/2 Ton) Method B | \$ 67.00 | \$ 0.00 |
| | C.Y. | Grouted Rip Rap (1 Ton) Method B | \$ 75.00 | \$ 0.00 |
| | C.Y. | Grouted Rip Rap (2 Ton) Method B | \$ 80.00 | \$ 0.00 |
| 23 | L.F. | 18" R.C. P. Or 21" x 15" RCPA | \$ 113.00 | \$ 2,599.00 |
| | L.F. | 24" R.C. P. Or 28" x 20" RCPA | \$ 115.00 | \$ 0.00 |
| | L.F. | 30" R.C. P. Or 35" x 24" RCPA | \$ 153.00 | \$ 0.00 |
| | L.F. | 36" R.C. P. Or 42" x 29" RCPA | \$ 90.00 | \$ 0.00 |
| | L.F. | 42" R.C. P. Or 49" x 33" RCPA | \$ 100.00 | \$ 0.00 |
| | L.F. | 48" R.C. P. Or 57" x 38" RCPA | \$ 235.00 | \$ 0.00 |
| | L.F. | 54" R.C. P. Or 64" x 43" RCPA | \$ 130.00 | \$ 0.00 |
| | L.F. | 60" R.C. P. Or 71" x 47" RCPA | \$ 150.00 | \$ 0.00 |
| | L.F. | 18" C.S.P. HDPE Or Equal | \$ 40.00 | \$ 0.00 |
| | L.F. | 24" C.S.P. HDPE Or Equal | \$ 50.00 | \$ 0.00 |
| | L.F. | 30" C.S.P. HDPE Or Equal | \$ 60.00 | \$ 0.00 |
| | L.F. | 36" C.S.P. HDPE Or Equal | \$ 70.00 | \$ 0.00 |
| | L.F. | 42" C.S.P. HDPE Or Equal | \$ 80.00 | \$ 0.00 |
| | L.F. | 48" C.S.P. HDPE Or Equal | \$ 100.00 | \$ 0.00 |
| | L.F. | 54" C.S.P. HDPE Or Equal | \$ 110.00 | \$ 0.00 |
| | L.F. | 60" C.S.P. HDPE Or Equal | \$ 120.00 | \$ 0.00 |
| | EA. | Catch Basin W=4' | \$ 2,200.00 | \$ 0.00 |
| | EA. | Catch Basin W=7' | \$ 4,000.00 | \$ 0.00 |
| | EA. | Catch Basin W=14' | \$ 7,800.00 | \$ 0.00 |
| | EA. | Catch Basin W=21' | \$ 12,000.00 | \$ 0.00 |

UNIT COSTS 3/01/2011

FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|-------|--|--------------|--------------|
| | EA. | Catch Basin W=28' | \$ 15,000.00 | \$ 0.00 |
| | EA. | Type IX Inlet | \$ 2,500.00 | \$ 0.00 |
| | EA. | Type X Inlet | \$ 2,500.00 | \$ 0.00 |
| | EA. | Junction Structure No. 1 | \$ 3,000.00 | \$ 0.00 |
| | EA. | Junction Structure No. 2 | \$ 3,000.00 | \$ 0.00 |
| | EA. | Junction Structure No. 4 | \$ 3,700.00 | \$ 0.00 |
| | EA. | Transition Structure No. 1 | \$ 12,500.00 | \$ 0.00 |
| | EA. | Transition Structure No. 2 | \$ 12,500.00 | \$ 0.00 |
| | EA. | Transition Structure No. 3 | \$ 2,700.00 | \$ 0.00 |
| | EA. | Manhole No. 1 | \$ 2,700.00 | \$ 0.00 |
| | EA. | Manhole No. 2 | \$ 3,300.00 | \$ 0.00 |
| | EA. | Manhole No. 3 | \$ 2,700.00 | \$ 0.00 |
| | EA. | Manhole No. 4 | \$ 5,000.00 | \$ 0.00 |
| | EA. | Adjust Water Valve to Grade (if no water plan) | \$ 250.00 | \$ 0.00 |
| | EA. | Adjust MH to Grade (if no sewer plan) | \$ 600.00 | \$ 0.00 |
| 2 | EA. | FOCAL POINT BIOFILTRATION | \$ 12,000.00 | \$ 24,000.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | SIGNING, STRIPING AND SIGNALS | | |
| | S.F. | Remove Traffic Stripes and Paint Markings | \$ 2.50 | \$ |
| | EA. | Remove, Sign, Salvage | \$ 100.00 | \$ 0.00 |
| | EA. | Relocate Roadside Sign | \$ 150.00 | \$ 0.00 |
| 2 | EA. | Street Name Sign | \$ 275.00 | \$ 550.00 |
| | EA. | Install Sign (Strap and Saddle Bracket Method) | \$ 150.00 | |
| | EA. | Install Sign Mast Arm Hanger Method) | \$ 150.00 | \$ 0.00 |
| | EA. | Road Sign - One Post | \$ 250.00 | \$ 0.00 |
| | EA. | Road Sign - Two Post | \$ 400.00 | \$ 0.00 |
| | EA. | Object Marker - Modified Type "F" Delineator | \$ 60.00 | \$ 0.00 |
| 4 | EA. | Delineator (Class 1 Type F) | \$ 40.00 | \$ 160.00 |
| | EA. | Delineator (Class 2) | \$ 45.00 | \$ 0.00 |
| | EA. | Pavement Marker, Reflective | \$ 3.75 | \$ 0.00 |
| | EA. | Paint Traffic Stripe (2 Coats) | \$ 0.30 | \$ 0.00 |
| | L.F. | Remove Barricade | \$ 10.00 | \$ 0.00 |
| | L.F. | 4" Thermoplastic Traffic Stripe | \$ 0.50 | \$ 0.00 |
| | L.F. | 8" Thermoplastic Traffic Stripe | \$ 0.80 | \$ 0.00 |
| | S. F. | Thermoplastic Channelizing Limit Line and Pavement Marking | \$ 2.25 | \$ 0.00 |
| | S.F. | Thermoplastic Cross Walk and Pavement Marking | \$ 4.00 | \$ 0.00 |
| | EA | Signal and Lighting | 150,000.00 | \$ 0.00 |
| 2 | EA. | Stop Signs, w/ Legend and Bar | 225.00 | \$ 450.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|-------|---|--------------|------------------------|
| | | | | \$ 0.00 |
| | | LANDSCAPING by others | | \$ |
| | S. F. | Maintenance Walk STD 113 | \$ 4.00 | \$ 0.00 |
| | S. F. | Colored Stamped Concrete | \$ 10.00 | \$ 0.00 |
| 32 | EA | Street Trees (15 Gallon) | \$ 100.00 | \$ 3,200.00 |
| | S. F. | Landscape and Irrigation | \$ 3.50 | \$ 0.00 |
| | C.Y. | Landscape Fill Material | \$ 27.00 | \$ 0.00 |
| 1 | EA | Water Meter | \$ 7,000.00 | \$ 7,000.00 |
| | S.F. | Electric Meter | \$ 10,000.00 | \$ 0.00 |
| 2,022 | LF | 6' Landscape Wall, anti-graffiti coating | \$ 38.00 | \$ 76,836.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | A. | Subtotal | | \$ 471,765.20 |
| | B. | Administrative Contingency (% x A) | | \$ 94,353.04 |
| | | NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases | | |
| | C. | Streets/Drainage Total (A + B) | | \$ 566,118.24 |
| | | BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E) | | |
| | D. | 5% x C | | \$ \$28,305.91 |
| | E. | Streets/Drainage Total (C + D) | | \$ \$594,424.15 |

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
WATER IMPROVEMENTS (PER ATTACHED EVMWD ESTIMATE)

| QUANTITY | UNIT | ITEM | UNIT 13 | AMOUNT |
|----------|------|---|-------------|----------------|
| | L.F. | 4" Waterline | \$ 13.00 | \$ 0.00 |
| | L.F. | 6" Waterline | \$ 16.00 | \$ 0.00 |
| | L.F. | 8" Waterline | \$ 67.50 | \$ 0.00 |
| | L.F. | 10" Waterline | \$ 27.00 | \$ 0.00 |
| | L.F. | 12" Waterline | \$ 31.00 | \$ 0.00 |
| | L.F. | 18" Waterline | \$ 40.00 | \$ 0.00 |
| | EA. | 4" Gate Valve | \$ 650.00 | \$ 0.00 |
| | EA. | 6" Gate Valve | \$ 800.00 | \$ 0.00 |
| | EA. | 8" Gate Valve | \$ 2,200.00 | \$ 0.00 |
| | EA. | 10" Gate Valve | \$ 1,050.00 | \$ 0.00 |
| | EA. | 12" Gate Valve | \$ 1,250.00 | \$ 0.00 |
| | EA. | Fire Hydrant (6") Super | \$ 2,500.00 | \$ 0.00 |
| | EA. | Fire Hydrant (6") Standard | \$ 5,500.00 | \$ 0.00 |
| | EA. | 4" Misc. Fittings | \$ 150.00 | \$ 0.00 |
| | EA. | 6" Misc. Fittings | \$ 200.00 | \$ 0.00 |
| | EA. | 8" Misc. Fittings | \$ 250.00 | \$ 0.00 |
| | EA. | 10" Misc. Fittings | \$ 280.00 | \$ 0.00 |
| | EA. | 12" Misc. Fittings | \$ 320.00 | \$ 0.00 |
| | EA. | Blowoffs (4") | \$ 1,600.00 | \$ 0.00 |
| | EA. | Service Connections | \$ 1,600.00 | \$ 0.00 |
| | EA. | Adjust Water Valve to Grade | \$ 200.00 | \$ 0.00 |
| | EA. | Relocation of Blowoff | \$ 1,000.00 | \$ 0.00 |
| | EA. | Air and Vacuum Valve | \$ 2,500.00 | \$ 0.00 |
| | EA. | Blue Retroreflective Markers | \$ 15.00 | \$ 0.00 |
| | SF | Sawcut, Remove, Dispose & Replace AC | \$ 6.00 | \$ 0.00 |
| | LS | Traffic Control | \$ 2,500.00 | \$ 0.00 |
| | LF | Restraint Joints | \$ 7.00 | \$ 0.00 |
| | EA. | For Final Agency Acceptance | \$ 6,075.00 | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | \$ | \$ 0.00 |
| | | | | |
| | A. | Subtotal | | \$ 0.00 |
| | B. | Administrative Contingency (% x A) | | \$ 0.00 |
| | | NOTE: Use 20% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases | | |
| | C. | Water Total (A + B) | | \$ 0.00 |
| | | BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E) | | |
| | D. | 20% x C | | \$ 0.00 |
| | E. | Water Total (C + D) | | \$ 0.00 |

UNIT COSTS 3/01/2011
FORMAT 3/01/2008

CITY OF WILDOMAR PUBLIC WORKS DEPARTMENT
PLANCHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT NO. _____
 PP, CU, PU, MS OR VL NO. _____

SCH: _____ DATE: _____

| | |
|---|--------------|
| IMPROVEMENT COSTS (Including Contingencies) | |
| I. Streets/Drainage (Line C from Street Improvement Calculations) | \$ 566118.24 |
| II. Water (Line C from Water Improvement Calculations) | \$ 0.00 |
| III. Sewer (Line C from Sewer Improvement Calculations) | \$ 0.00 |
| PLAN CHECK DEPOSIT CALCULATION | |
| A. Street/Drainage (% x I.) NOTE: Use 1% for TR, 6% for PM and 6.5% for PP, CU, PU, MS and VL | \$ 5661.18 |
| B. Water and Sewer (1% x II and III.) (Do not include for Tract Maps) | \$ 0.00 |
| C. Total Plan Check Deposit (A + B) | \$ 5661.18 |
| SURCHARGE FEE CALCULATION | |
| D. Surcharge Fee (2% x C) | \$ 113.22 |
| E. Total Plan Check Deposit and Surcharge Fee | \$ 5774.41 |
| MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS | |
| Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit. | |
| For TR (Schedule. A, B, C, D) and PM (Schedule. E, F, G) - minimum \$2,000 | |
| For PM (Schedule H, I) - minimum \$2,000.00 | |
| For PP/CU/PU/MS/VL - minimum \$2,000.00 | |
| COMMENTS | |

Board of Directors
Phil Williams, President
Harvey R. Ryan, Vice President
Andy Morris, Treasurer
George Cambero, Director
Nancy Horton, Director



General Manager
John D. Vega
District Secretary
Terese Quintanar
Legal Counsel
Best Best & Krieger

EVMWD will provide reliable, cost-effective, high quality water and wastewater services that are dedicated to the people we serve.

October 16, 2015

Attn: Matt Bassi
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

**Subject: Tract 29476 Sewer and Water - Bonding Letter for PIA
WO# 2013-019**

Elsinore Valley Municipal Water District has completed the plan check process for the subject project. As part of our review, the Engineer's Cost Estimate attached has been accepted and it is expected that bonding for this project will include the final estimate of \$226,458.00, for water and sewer improvements.

If there are any changes made to the plans prior to the approval of the Public Improvement Agreement and associated bonds, the District will require an updated Engineer's Cost Estimate submittal and approval.

Please reference the subject work order number with your correspondence. If you have any questions regarding the above information, please feel free to contact the Engineering Dept. at extension 6705.

Respectfully,

Joanna Stewart
Construction Services Manager

JS/kg

Enclosure: Final Engineers Cost Estimate

Cc: Jason Farag
Larry R. Markham
Dan York

FA\ENGINE2_Developer Projects\2013\13-019 - Tract 29476 - (MDMG, Inc.)\Correspondence\Misc. Correspondence\10-16-2015 - Bonding Letter City of Wildomar - 13-019.doc

CONSTRUCTION COST ESTIMATE FOR SEWER IMPROVEMENTS

WO# 13-019

SEWER IMPROVEMENTS

Date Prepared: 8/26/2014

Project: CALPROP

Prepared by: SLM

[illegible]

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.
2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.
3. DIP force main price shall be 30% higher than PVC force mains.



CONSTRUCTION COST ESTIMATE FOR WATER IMPROVEMENTS

WO# 13-019

WATER/RW IMPROVEMENTS

Date Prepared: 8/28/2014

Project: CALPROP

Prepared by: SLM

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|-------|------------------------------|-----------|---------------|
| | LF | 4" PVC Water Main | \$ 41.00 | \$ - |
| | LF | 6" PVC Water Main | 45.00 | - |
| | LF | 8" PVC Water Main | 50.00 | - |
| | LF | 12" PVC Water Main | 65.00 | - |
| | LF | 16" DIP Water Main | 150.00 | - |
| | LF | 18" DIP Water Main | 180.00 | - |
| 628 | LF | 8" DIP Water Main | 67.50 | 42,390.00 |
| | EA | 4" RW Gate Valve | 1,800.00 | - |
| | EA | 6" RW Gate Valve | 2,000.00 | - |
| 4 | EA | 8" RW Gate Valve | 2,200.00 | 8,800.00 |
| | EA | 12" Butterfly Valve | 3,000.00 | - |
| | EA | 16" Butterfly Valve | 5,500.00 | - |
| | EA | 18" Butterfly Valve | 6,500.00 | - |
| | EA | 20" Butterfly Valve | 7,000.00 | - |
| | EA | 24" Butterfly Valve | 8,500.00 | - |
| | EA | Fire Hydrant (6") Super | 6,500.00 | - |
| 4 | EA | Fire Hydrant (6") Standard | 5,500.00 | 22,000.00 |
| 4 | EA | Adjust Water Valve to Grade | 350.00 | 1,400.00 |
| | EA | Relocation of Blowoff | 4,500.00 | - |
| | EA | 1" Water Service | 1,100.00 | - |
| 28 | EA | 1.5" Water Service | 1,600.00 | 44,800.00 |
| | EA | 2" Water Service | 3,000.00 | - |
| | EA | 3" Water Service | 4,500.00 | - |
| 1 | EA | 1" Air/Vac Assembly | 2,500.00 | 2,500.00 |
| | EA | 2" Air/Vac Assembly | 4,000.00 | - |
| | EA | 4" Air/Vac Assembly | 6,000.00 | - |
| | EA | 4" Blowoff | 5,000.00 | - |
| 1 | EA | 6" Blowoff | 6,000.00 | 6,000.00 |
| | IN/LF | Steel Casing | 20.00 | - |
| | EA | 1" Sample Point | 2,000.00 | - |
| | LS | Traffic Control | N/A | - |
| | EA | 4" DCDA | 4,000.00 | - |
| | EA | 6" DCDA | 5,000.00 | - |
| | EA | 8" DCDA | 7,000.00 | - |
| | EA | 10" DCDA | 10,000.00 | - |
| 3 | EA | 8" Fitting | 400.00 | 1,200.00 |
| 2 | EA | 8" Flex Couplings | 500.00 | 1,000.00 |
| 3 | EA | 8" High Deflection Couplings | 600.00 | 1,800.00 |
| | | | | - |
| | | Subtotal | | 131,890.00 |
| | | 20% Contingency | | 26,378.00 |
| | | Total | | \$ 158,268.00 |

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.

Water-RW



MARKHAM DEVELOPMENT MANAGEMENT GROUP, INC.

County of Riverside
4080 Lemon Street, 8th Floor
Riverside, CA 92502
Mr. Juan Perez
Deputy Transportation Director

December 6, 2005

Subject: TM 29476, Approved 12/4/01
COA 50 Trans 2
La Estrella Road
Calprop - 975.1

PROJECT#: 10-0077 TR29476
FSOD & ALL IMPROVEMENTS
PLN-13-0034
RESPONSE TO PLNCK CORRECTIONS
FROM JUNE 2013
ROUTED ON 3/24/14

Pursuant to our discussion over the past few months regarding the subject map and the contiguous map TM 22948, KB Homes, I would like to memorialize our discussions and receive a written determination from you on behalf of Transportation Department.

As you are aware, KB Homes provided a separate cash payment for the La Estrella improvements (see attached), owing to the refusal by USFWS to issue permits for the construction of this portion of La Estrella without permitting the entire length of La Estrella.

You will note on the tentative map we clearly show that La Estrella was for dedication of right of way only (see attachment) and that furthermore the La Estrella alignment lies entirely within the remainder parcel.

Be that as it may Calprop finds themselves in the same predicament with even more uncertainty, regarding any ability to establish vertical grade on the west property line.

Therefore, Calprop is requesting the same arrangement be arrived at with the Transportation Department to provide a cash payment equal to the cost of constructing La Estrella along with the two EVMWD water lines (see attachment).

Please provide your written response at your earliest possible convenience or counter sign this letter and return.

Sincerely,

Larry Markham

Agreed

Date

Juan Perez

Deputy Transportation Director

1/24/06

41635 Enterprise Circle North, Suite B

Temecula, CA 92590-5614

(951) 296-3466

Fax: (951) 296-3476

www.markhamdmg.com

1/2:1 TENSAR REINFORCED SLOPES
BY SEPARATE PERMIT
(TYP)



25

PE=1527.1

26

PE=1527.0

27

PE=1526.8

(28)

PE=1526.4

23

PE=1526.8

PASEO
PARADISO

SEAG

TR 29476 TOTAL
266 LF @ \$282/LF
=\$75,000
ADDITIONAL 1650
AND 1850 ZONE
WATERLINES
266 LF @ \$97/LF
=\$26,000
TOTAL = \$101,000

LA ESTRELLA ROAD

266'

64'

88'

hac
1/26/06

CASH-IN-LIEU ESTRELLA ROAD FULL WIDTH

FUTURE STREET IMPROVEMENTS (LA ESTRELLA ROAD)

| QUANTITY | UNIT | ITEM | UNIT COST | AMOUNT |
|----------|----------|---|------------|--------------------|
| | | Roadway Excavation | | |
| | C.Y. | 1. Projects with a grading plan | \$9.50 | \$0.00 |
| | | Area x 0.50' (hinge point to hinge point) | | |
| | | 2. Projects without a Grading Plan | | |
| | | (Road Area and side slopes to daylight | | |
| | | Cut @ = Fill (f) = | | |
| | C.Y. | (a.) Excavate and Fill | \$0.40 | \$0.00 |
| | (c or f) | | | |
| | C.Y. | (b.) Excavate and Export | \$1.10 | \$0.00 |
| | (c-f) | | | |
| | C.Y. | (b.) (c.) Import and Fill | \$1.20 | \$0.00 |
| | (f-c) | | | |
| | | If balance, provide (a.) only, either cut or fill | | |
| | | If export, provide (a)&(b)a=fill,b=cut-fill | | |
| | | If import, provide (a)&c,a=cut, c=fill-cut | | |
| | | (Unit costs for (a), (b),&c are 20% of actual | | |
| | | costs to assure that work will be corrected to | | |
| | | eliminate hazardous conditions. | | |
| 600 | TON | Asphalt Concrete(17024 SF) | \$38.00 | \$22,800.00 |
| | | (144 lbs/cu. Ft.) | | |
| 315 | C.Y. | Agg Base Class II (17024 SF) | \$24.00 | \$7,560.00 |
| 0.6 | TON | Asphalt Emulsion (Fog Seal/Pain Binder) | \$400.00 | \$240.00 |
| | | (1 ton = 240 gals) (17024 SF) | | |
| | | apply at 0.05 + 0.03 = 0.08 gal/SY | | |
| 532 | L.F. | Curb and Gutter (Type A-6) | \$10.00 | \$5,320.00 |
| | S.F. | P.C.C. Cross Gutter and Spandrels | \$8.00 | \$0.00 |
| 3192 | S.F. | P.C.C. Sidewalk | \$4.00 | \$12,768.00 |
| | L.F. | Barricades | \$40.00 | \$0.00 |
| 266 | L.F. | Utility Trench, one side (Edison, Telephone | \$10.00 | \$2,660.00 |
| | | Cable)(total length of streets) | | |
| 1 | EA. | Street Lights (Including Conduit) | \$5,000.00 | \$5,000.00 |
| 1 | LS | La Estrella RW and slopes Landscaping | \$3,117.00 | \$3,117.00 |
| | LS | Landscaping Water Meter | \$5,740.92 | \$0.00 |
| | LS | Landscaping Electric Meter | \$1,000.00 | \$0.00 |
| | LS | Electric Meter Cabinet | \$2,500.00 | \$0.00 |
| | | | | |
| | | | | |
| | | Subtotal | | \$59,465.00 |
| | | Inspection (3%) | | \$1,783.95 |
| | | Subtotal | | \$61,248.95 |
| | | Survey and Staking (3%) | | \$1,783.95 |
| | | Subtotal | | \$63,032.90 |
| | | Design (10%) | | \$0.00 |
| | | Subtotal | | \$63,032.90 |
| | | Contingencies (20%) | | \$11,893.00 |
| | | | | |
| | | | | |
| | | TOTAL | | \$74,925.90 |

FUTURE WATER IMPROVEMENTS (LA ESTRELLA ROAD)

[illegible]