

CITY OF MENIFEE

SUBDIVISION IMPROVEMENT AGREEMENT

PARCEL MAP NO. 37624

**FOR THE CONSTRUCTION OF STREET, DRAINAGE, AND LANDSCAPE IMPROVEMENTS AND
SURVEY MONUMENTS**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between **HERITAGE SQUARE MENIFEE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,** hereinafter referred to as "Subdivider," and the City of Menifee, a municipal corporation of the State of California, hereinafter referred to as "City." City and Subdivider may sometimes herein be referred to individually as a "party" and collectively as the "parties."

RECITALS:

- A. Subdivider has prepared and submitted to City for final approval and recordation a final map or Parcel map (the "Map") of a unit of land in the City of Menifee, County of Riverside, which unit of land is known as Parcel Map No. 37624 pursuant to the provisions of Section 66410, et seq. of the California Government Code (the "Subdivision Map Act"). The Subdivision Map Act and City ordinances and regulations relating to the filing, approval and recordation of subdivision maps are sometimes collectively referred to in this Agreement as the "Subdivision Laws."
- B. A tentative map of the Tract has been approved subject to the Subdivision Laws and to the requirements and conditions contained in Planning Commission Resolution No. PC23-605 (the "Resolution of Approval"). The Resolution of Approval is on file in the office of the City Clerk and is incorporated into this Agreement by reference.
- C. Prior to approval of the Map, Subdivider is required to install or agree to install certain public and private improvements (the "Improvements").
- D. The Improvements have not been installed and accepted at this time.
- E. It is therefore necessary that Subdivider and City enter into an agreement for the installation of the Improvements as provided in Section 66462 of the Subdivision Map Act. In consideration of approval of a final map for the Tract by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed Tract. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

- 1. **Improvement Plans.** Prior to submittal of the Map for approval by the City Council, Subdivider shall furnish complete original improvement plans for the construction, installation and completion of the Improvements meeting the requirements of the City Engineer. The Improvement Plans for the Tract shall be maintained on file in the office of the City Engineer and shall be incorporated into this Agreement by reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the City Engineer.
- 2. **Improvements.** Subdivider shall construct the Improvements required to be constructed or agreed to be constructed under the Resolution of Approval and this Agreement as more specifically described in Exhibit "A." attached hereto and expressly made a part hereof by this reference and shall bear the full cost thereof. The methods, standards, specifications, sequence, and scheduling of construction shall be as approved by the City Engineer. Agreement and Securities for subdivision improvements are provided as follows:

Agreement for Parcel Map No. 37624 For the Construction of Survey Monuments, executed November 13, 2024. Bond No. 800188656 by Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, Minnesota, 55441. Bond \$9,720.00.

Agreement for Parcel Map No. 37624 For the Construction of Street and Drainage Improvements, executed November 13, 2024. Bond No. 800188654 by Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, Minnesota, 55441. Faithful Performance Bond \$320,000.00.

Agreement for Parcel Map No. 37624 For the Construction of Landscape Improvements, executed November 13, 2024. Bond No. 800188655 by Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, Minnesota, 55441. Faithful Performance Bond \$59,000.00.

3. Improvement Security. Subdivider shall at all times guarantee Subdivider's performance of this Agreement by furnishing to City, and maintaining, good and sufficient security as required by the Subdivision Laws on forms and in the amounts approved by City for the purposes as follows:

- A. One class of security to be provided by Subdivider, hereinafter referred to as "performance security," shall assure the faithful performance of this Agreement including construction of the Improvements. The performance security shall also include good and sufficient security in the amount of one hundred percent (100%) of the estimated cost of setting subdivision monuments as stated hereafter in this Agreement ("Monumentation Security"). A second class of security to be provided by Subdivider, hereinafter referred to as "payment security," shall assure the payment of the cost of labor, equipment and materials supplied to construct the Improvements. A third class of security to be provided by Subdivider, hereinafter referred to as "warranty security," shall serve as a guarantee and warranty of the Improvements for a period of one year following the completion and acceptance of the Improvements. Subdivider shall furnish performance and payment security prior to and as a condition precedent to City Council approval of the Map. Subdivider shall provide warranty security after Improvements are complete and accepted by the City Council and prior to or concurrently with the final release of performance security. Warranty security shall not be required for Monumentation or Participatory Improvements. However, the City may utilize Monumentation Security for performance of or payment for the work in accordance with the Subdivision Map Act.

As part of the obligation secured by each of the performance security, payment security and warranty security, and in addition to the face amount of each such security, each such security shall include and assure the payment of costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing the obligations thereby secured.

- B. Improvement security shall conform with Section 66499 of the California Government Code and may be one or more of the following:

- 1) A cash deposit with City or a responsible escrow agent or trust company, at City's option.
- 2) Surety bonds, of the form specified in subsection 66499.2 of the California Government Code, issued by a surety or sureties listed in the U.S. Department of Treasury Circular 570 (latest version).
- 3) Certificates of deposit, in City's name, from one or more financial institutions subject to regulation by the state or federal government and having a financial quality rating of "A" or better and a commitment reliability rating of "R-2" or better on the Investment Data Exchange (of the Los Angeles County Treasurer's office).
- 4) Irrevocable letters of credit, in a form acceptable to and approved by the City Attorney, issued by one or more financial institutions meeting the requirements of Paragraph (3), pledging that the funds necessary to carry out the completion of the Improvements are on deposit, guaranteed for payment, and constitute a trust fund which is not subject to levy or attachment by any creditor of the depositor until released by City. Letters of credit shall guarantee that all or any portion of the funds available pursuant to the letters of credit will be paid upon the written demand of City and that such written demand need not present documentation of any type as a condition of payment, including proof of loss. The duration of any such letter of credit shall be for a period of not less than one year from the execution of the agreement with which it is provided and shall state, on its face, that the letter of credit will be automatically renewed until such time that City authorizes its expiration.

- 5) A lien upon the subdivided property, if City finds that it would not be in the public interest to require the installation of the Improvements sooner than two (2) years after recordation of the final map or Tract map for which the Improvements are required. The lien shall provide a collateral value of three (3) times the estimated cost of the Improvements and shall include the power of sale of the real property, all buildings and improvements thereon, or that may be erected upon or made thereto, together with all hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reservations, remainders, rents, issues, and profits thereof. The collateral value of the property shall be established at Subdivider's expense through an appraisal approved by City.
 - 6) An instrument of credit from an agency of the state, federal or local government, when any agency of the state, federal, or local government provides at least twenty percent (20%) of the financing for the Improvements.
 - 7) When Subdivider is a non-profit organization, security may be negotiable bonds, of the kind approved for securing deposits of public moneys with City or in favor of City, as specified in Section 16430 of the California Government Code, deposited, at City's option, with City or a responsible escrow agent or trust company.
- C. All securities shall be furnished in accordance with the provisions of Exhibit A. The amount of the performance security shall equal one hundred percent (100%) of the estimated cost of constructing the Improvements, as estimated by the City Engineer or a duly authorized representative of the City Engineer. The amount of Payment security shall equal one hundred percent (100%) of the amount of the performance security, except as otherwise set forth in Exhibit A, and shall be furnished as a separate security. Warranty security shall equal Ten Percent (10%) of the amount of performance security except as otherwise set forth in Exhibit A. The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents specified in this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. The City Engineer shall approve replacement of security.
- D. At the time of submittal of security, Subdivider shall pay to City administrative fees applicable to the form of security provided in accordance with the current City of Menifee Fee Schedules.
- E. Security shall not expire, be reduced, or become wholly or partially invalid for any reason, including non-payment of premiums, modifications of this Agreement and/or expiration of the time for performance stated in this Agreement.
- F. Security shall be released in the following manner:
- 1) Performance security shall be released upon the final completion and acceptance or approval, by the City Council of the Improvements subject to the provisions of Section 10 of this Agreement.
 - 2) The City Engineer may authorize a one-time 50% reduction of performance security as work progresses, upon application by Subdivider. In no event shall security be reduced below that required to guarantee the completion of the act or work or obligation secured, plus Ten Percent (10%).
 - 3) If City receives no notice of recorded claims of lien, labor and materials security shall be released in full 90 days after final acceptance and/or approval by the City Council, of the Improvements. If City receives notice of any recorded lien, the provisions of the Subdivision Map Act shall apply.
 - 4) No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in paragraph 13 of this Agreement, the warranty period shall not commence until final acceptance of all the work and improvements by the City pursuant to Paragraph 10.

Warranty security not utilized during the warranty period shall be released one year after final acceptance or approval by the City Council of all Improvements upon application by the Subdivider. However, if at the end of the one-year warranty period, there are one or more outstanding requests by City for performance of work or provision of materials under the terms of the warranty, warranty security shall be retained until the outstanding requests are satisfied or until Subdivider has made other arrangements satisfactory to the City Engineer.

- 5) City may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.
4. Permits Required. Prior to commencing any phase of work, Subdivider shall obtain all permits required for that phase of work and pay all required fees. Work performed under a permit or permits shall comply with all provisions of the required permits.
5. Off-site Improvements. When the construction of one or more of the Improvements requires or necessitates the acquisition of real property not owned by Subdivider or City, Subdivider shall use its best efforts purchase such real property at a reasonable price. In the event that Subdivider is unsuccessful, despite its best efforts, to acquire such real property at a reasonable price, Subdivider may request in writing that City attempt to acquire such real property. City may, but is not required to, agree to attempt to acquire such real property on behalf of Subdivider. If City so agrees, City and Subdivider shall enter a separate written agreement in a form acceptable to the City Attorney. Said separate agreement shall provide that Subdivider advance to City funds in an amount approved by the City to acquire the real property. Any unexpended portion of said advance shall be refunded to Subdivider. In no event shall the failure of Subdivider or City to acquire such real property excuse, waive, or otherwise terminate Subdivider's obligation to construct the applicable improvement pursuant to this Agreement or the Conditions of Approval.
6. Completion of Improvements; Inspection.
 - 6.1 Construction of Improvements. Subdivider shall begin construction of the Improvements within ninety (90) days and shall complete construction within twenty four (24) months after the approval of this Agreement. Portions of the Improvements may be completed at a later date, as determined by the City Engineer or as set forth in Exhibit A. Failure by Subdivider to begin or complete construction of the Improvements within the specified time periods shall constitute cause for City, in its sole discretion and when it deems necessary, to declare Subdivider in default of this agreement, to revise improvement security requirements as necessary to ensure completion of the improvements, and/or to require modifications in the standards or sequencing of the Improvements in response to changes in standards or conditions affecting or affected by the Improvements. Said failure shall not otherwise affect the validity of this agreement or Subdivider's obligations hereunder. The City may use the Securities to construct the improvements or portions thereof at the City's sole discretion.
 - 6.2 Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the public improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Subdivider may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards and accepted by the City as described in Paragraph 10 of this Agreement. Subdivider shall bear all costs of plan check, inspection and certification.
7. Force Majeure. In the event that Subdivider is unable to perform within the time limits herein due to strikes, act of God, or other events beyond Subdivider's control, the time limits for obligations affected by such events will be extended by the period of such events.
8. Time Extension. Subdivider may make application in writing to the City Engineer for an extension of time for completion of the Improvements. The City Engineer, in their sole and absolute discretion, may approve or deny the request or conditionally approve the extension with additions or revisions to the terms and conditions of this Agreement.

As a condition of the time extension, Subdivider shall furnish securities, similar in form and substance to those required in SECTION 3 hereinabove, to cover the period of extension. The value of the securities shall be sufficient to ensure the performance of and payment for Improvements that remain incomplete at the time of the extension, and to provide warranty security on completed Improvements, as determined by the City Engineer.

9. Survey Monuments. Before final acceptance of street improvements, Subdivider shall place survey monuments in accordance with the provisions of Sections 66495, et seq. of the Subdivision Map Act and of the appropriate sections of the Menifee Municipal Code. Subdivider shall provide the City Engineer written proof that the monuments have been set, evidence of payment and receipt thereof by the engineer or surveyor setting the monuments, and intersection monument tie-outs for monuments set in public streets.
10. Final Acceptance of Improvements. At the completion of construction and prior to acceptance of the Improvements by City, Subdivider shall submit a request for final approval by City. The request shall be accompanied by any required certifications from Subdivider's engineers or surveyors, approval letters from other agencies having jurisdiction over and approval authority for improvements required by this Agreement or the Conditions of Approval, and any required construction quality documentation not previously submitted.

Upon receipt of said request, the City Engineer or a duly authorized representative will review the required documentation and will inspect the Improvements. If the Improvements are determined to be in accordance with applicable City standards and specifications, and as provided herein, obligations required by the Conditions set forth in the Resolution of Approval and this Agreement have been satisfied, and Subdivider has provided revised plans as required in Paragraph 12, hereinafter, the City Engineer shall recommend acceptance of the Improvements by the City Council.

11. Injury to Improvements. Until such time as the Improvements are accepted by City in accordance with Paragraph 10, Subdivider shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.
12. Revisions to Plans. When the Improvements have been inspected and approved by the City Engineer, Subdivider shall make any necessary revisions to the original plans held by City, so the plans depict the actual Improvements constructed. When necessary, revisions have been made, each separate sheet of the plans shall be clearly marked with the words "As-Built," "As-Constructed," or "Record Drawing," the marking shall be stamped by an engineer or surveyor, as appropriate for the improvements thereon, who is licensed to practice in California, and the plans shall be resubmitted to the City Engineer.
13. Improvement Warranty. Subdivider hereby guarantees the Improvements to City for a period of one (1) year, beginning on the date of final acceptance of the Improvements by the City Council, against any defective work or labor done, or defective materials furnished, and shall repair or replace such defective work or materials. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, Subdivider shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, Subdivider hereby authorizes City, at City's sole option, to perform the work twenty (20) days after mailing written notice of default to Subdivider and to Subdivider's Surety, and agrees to pay the cost of such work by City. Should City determine that an urgency requires repairs or replacements to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

14. Release of Security. City shall retain and release securities in accordance with the provisions of Section 3 of this agreement. Prior to the release of payment security, the City Engineer may require Subdivider to provide a title report or other evidence sufficient to show claims of lien, if any, that may affect the amount of payment security released.
15. City Right to Cure. If Subdivider fails to perform any obligation hereunder and such obligation has not been performed, or commenced and diligently pursued, within sixty (60) days after written notice of default from City, then City may perform the obligation, and Subdivider shall pay the entire cost of such performance by City including costs of suit and reasonable attorney's fees incurred by City in enforcing such obligation. In cases of emergency or compelling public interest, as determined by the City Engineer, the requirement for written notice of default and/or the passage of sixty (60) days shall be deemed waived and all other provisions of this Article shall remain in effect.
16. Injury to Public Improvements, Public Property or Public Utility Facilities. Subdivider shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.
17. Indemnification.
 - a. Neither City nor any and all of its officials, employees and agents ("Indemnified Parties") shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents or employees in the performance of this Agreement. Subdivider further agrees to protect and hold harmless Indemnified Parties from any and all claims, demands, causes of action, liability or loss of any sort, including, but not limited to, attorney fees and litigation expenses, because of, or arising out of, acts or omissions of Subdivider, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design of construction of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements.
 - b. Acceptance by City of the Improvements shall not constitute an assumption by City of any responsibility for any damage or taking covered by this paragraph. City shall not be responsible for the design or construction of the subdivision or the improvements pursuant to the approved Improvement Plans or map, regardless of any negligent action or inaction taken by City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. Except as may be provided above, City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. Nothing contained in this paragraph is intended to or shall be deemed to limit or waive any protections or immunities afforded by law to City or any and all of its officials, employees and agents ("Indemnified Parties"), by virtue of city's approval of the plan or design of the Improvements, including without limitation the protections and immunities afforded by Government Code Section 830.6. After acceptance of the improvements, Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this paragraph that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that city shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in

approving, reviewing or inspecting any work or construction. The Improvement Security shall not be required to cover the provisions of this paragraph.

18. No Modification of Conditions. This Agreement shall in no respect act to modify or amend any provision of the Conditions of Approval. In the event that any requirement or condition of this Agreement is inconsistent with or fails to include one or more provisions of the Conditions of Approval, which document(s) is (are) incorporated herein by reference, the provisions in the Conditions of Approval shall remain in effect and shall control.
19. Severability. In the event that a court of competent jurisdiction determines that any provision or provisions of this Agreement are unenforceable, all provisions not so held shall remain in full force and effect.
20. Subdivider No Agent of City. Neither Subdivider nor any of Subdivider's agents, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.


18. General Provisions.

- A. All notices pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses indicated hereon. Notices personally delivered shall be effective upon delivery. Notices mailed as provided herein and sent postage prepaid shall be effective upon the date of delivery or refusal indicated on the return receipt. Either party may change its address for notices hereunder by notice to the other given in the manner provided in this subparagraph.
- B. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.
- C. Neither party to this Agreement relies upon any warranty or representation not contained in this Agreement.
- D. This Agreement shall be governed by and interpreted with respect to the laws of the State of California.
- E. In the event of any dispute between the parties with respect to this Agreement, the prevailing party shall be entitled to prompt payment of its reasonable attorneys' fees from the non-prevailing party.
- F. Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies provided for hereunder.
- G. Time is of the essence in the performance of each and every provision of this Agreement.
- H. The Recitals to this Agreement are hereby incorporated into and expressly made a part of the terms of this Agreement.
- I. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

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

Dated: November 14, 2024

By: Heritage Square Menifee, LLC


DANIEL L. STEPHENSON, Manager
Name, Title

Dated: 11/19/, 2024

CITY OF MENIFEE

By: 
Nick Fidler, Public Works Director

CITY OF MENIFEE

By: _____
Armando G. Villa, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Stephanie Roseen, Acting City Clerk

By: _____
Jeffrey T. Melching, City Attorney

SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY

CALIFORNIA 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 NOVEMBER 14, 2024 before me, CINDY R. SMITH, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared DANIEL L. STEPHENSON
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

[Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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
SECURITY – Parcel MAP NO. 37624
SURVEY MONUMENTS, STREET AND DRAINAGE IMPROVEMENTS, AND LANDSCAPE
IMPROVEMENTS

**CITY OF MENIFEE
OFFICE OF THE CITY SURVEYOR
MONUMENT BOND COMPUTATION**

Approved for Bonding
PM37624
CR 10/29/2024

Heritage Square Menifee, LLC
Prepared by: **Matt Spiro**
Date Prepared: **10/15/2024**
MAP # 37624

SCHEDULE _____

MAP CHECKER _____

Minimum Cost

Cost per Monument

Schedule "A" through "H" Maps

\$2500.00*

\$300

Schedule "I" Maps

\$2500.00*

\$600

Total Monuments to be Bonded x Cost per Monument + **20%** = Total Bond Amount

27 x \$300 x **120%** = \$9,720.00

() Set monuments

() Monuments will need to be recovered and/or reset at time of inspection

Monument Inspection Fee \$ _____ (Deposit Based)

Submitted Monument Bond Computation to Planning Dept. Plan Check Review Date: _____

* Based on a crew of, 1) Registered Principal Eng. Technician, 1) Senior Eng. Technician.

REVISED 2010



CITY OF MENIFEE ENGINEERING DEPARTMENT
CONSTRUCTION COST WORKSHEET

Approved for Bonding
PM37624
IP23-012S
CR 11/6/2024

PARCEL MAP OR TRACT MAP NO. 37624

DATE: 9/17/2024

IP: 23-012S

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)		MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)	
Street/Drainage	\$ 320,112.56	\$ 320,000.00	\$ 160,000.00	
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00	
Dom Wtr EMWD	\$ 0.00	\$ 0.00	\$ 0.00	
Rec Wtr EMWD	\$ 0.00	\$ 0.00	\$ 0.00	
Sewer EMWD	\$ 0.00	\$ 0.00	\$ 0.00	
Total	<u>320,112.56</u>	<u>\$ 320,000.00</u>	<u>\$ 160,000.00</u>	
Warranty Retention (10%)		<u>\$ 32,000.00</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 do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

Jeff A Anderson
Signature

11-6-24

Date

Jeff A Anderson
Name Typed or printed

C48750

RCE#

9-30-26

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.

CITY OF MENIFEE ENGINEERING DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET AND DRAINAGE IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
ROADWAY SECTION 1 Area =	26,330	S.F.		
Excavation				
1. Projects with Grading Plan for Roadway Area x 0.50' (hinge point to hinge point)		C.Y.	\$ 25.00	\$ 0.00
2. Projects without a Grading Plan Cut (c) =		C.Y.		
Road area and side slopes to daylight Fill (f) =		C.Y.		
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.)				
(a.) Excavate and Fill	2,500	C.Y.	\$ 0.40	\$ 1,000.00
(b.) Excavate and Export	-	C.Y.	\$ 1.10	\$ 0.00
(c.) Import and Fill	-	C.Y.	\$ 2.80	\$ 0.00
Asphalt Concrete (144 lbs/cu.ft) Thickness in Feet (0.33' min.) = 0.54	1,024	TON	\$ 90.00	\$ 92,133.94
Agg Base Class II Thickness in Feet = 0.67	653	C.Y.	\$ 50.00	\$ 32,668.70
Asphalt Emulsion (Fog Seal/Paint Binder)		Ton	\$ 600.00	\$ 0.00
ROADWAY SECTION 2 Area =		S.F.		
Excavation				
1. Projects with Grading Plan for Roadway Area x 0.50' (hinge point to hinge point)		C.Y.	\$ 25.00	\$ 0.00
2. Projects without a Grading Plan: Cut (c) =		C.Y.		
Road area and side slopes to daylight Fill (f) =		C.Y.		
(a.) Excavate and Fill	-	C.Y.	\$ 0.40	\$ 0.00
(b.) Excavate and Export	-	C.Y.	\$ 1.10	\$ 0.00
(c.) Import and Fill	-	C.Y.	\$ 2.80	\$ 0.00
Asphalt Concrete (144 lbs/cu.ft) Thickness in Feet (0.33' min.) = 0.39	-	TON	\$ 90.00	\$ 0.00
Agg Base Class II Thickness in Feet = 0.5	-	C.Y.	\$ 50.00	\$ 0.00
Asphalt Emulsion (Fog Seal/Paint Binder)	-	Ton	\$ 600.00	\$ 0.00
ROADWAY SECTION 3 Area =		S.F.		
Excavation				
1. Projects with Grading Plan for Roadway Area x 0.50' (hinge point to hinge point)		C.Y.	\$ 25.00	\$ 0.00
2. Projects without a Grading Plan: Cut (c) =		C.Y.		
Fill (f) =		C.Y.		
(a.) Excavate and Fill	-	C.Y.	\$ 0.40	\$ 0.00
(b.) Excavate and Export	-	C.Y.	\$ 1.10	\$ 0.00
(c.) Import and Fill	-	C.Y.	\$ 2.80	\$ 0.00
Asphalt Concrete (144 lbs/cu.ft) Thickness in Feet (0.33' min.) = 0.39	-	TON	\$ 90.00	\$ 0.00
Agg Base Class II Thickness in Feet = 0.5	-	C.Y.	\$ 50.00	\$ 0.00
Asphalt Emulsion (Fog Seal/Paint Binder)	-	Ton	\$ 600.00	\$ 0.00
Sawcut Exist. A.C. Pavement	2,530	L.F.	\$ 1.00	\$ 2,530.00
Cold Plane A.C. Pavement		S.F.	\$ 0.50	\$ 0.00
Grinding A.C. , in place	807	S.Y.	\$ 0.60	\$ 484.20
Remove A.C. Pavement	1,500	S.Y.	\$ 8.00	\$ 12,000.00

[illegible]

A. C. Overside Drain		EA.	\$	500.00	\$	0.00
Under Sidewalk Drain Std 309		EA	\$	2,000.00	\$	0.00
Flat Outlet Drainage Structure Std 303		EA	\$	2,000.00	\$	0.00
Curb Outlet Drainage Structure Std 308		EA	\$	2,000.00	\$	0.00
Terrace Drain & Down Drain		S.F.	\$	6.50	\$	0.00
Interceptor Drain		S.F.	\$	6.50	\$	0.00
R.C. Box Culvert (2 - 3'X5')		C.Y.	\$	400.00	\$	0.00
Concrete Channel		C.Y.	\$	200.00	\$	0.00
Rip Rap (1/4 Ton) Methob B (1.9 tons /CY)		C.Y.	\$	80.00	\$	0.00
Rip Rap (1/2 Ton) Method B		C.Y.	\$	90.00	\$	0.00
Rip Rap (1 Ton) Method B		C.Y.	\$	100.00	\$	0.00
Rip Rap (2 Ton) Method B		C.Y.	\$	110.00	\$	0.00
Grouted Rip Rap (1/4 Ton) Method B		C.Y.	\$	100.00	\$	0.00
Grouted Rip Rap (1/2 Ton) Method B		C.Y.	\$	120.00	\$	0.00
Grouted Rip Rap (1 Ton) Method B		C.Y.	\$	130.00	\$	0.00
Grouted Rip Rap (2 Ton) Method B		C.Y.	\$	140.00	\$	0.00
18" R.C.P. round, arch or elliptical		L.F.	\$	113.00	\$	0.00
24" R.C.P. round, arch or elliptical	42	L.F.	\$	132.00	\$	5,544.00
30" R.C.P. round, arch or elliptical		L.F.	\$	153.00	\$	0.00
36" R.C.P. round, arch or elliptical		L.F.	\$	178.00	\$	0.00
42" R.C.P. round, arch or elliptical		L.F.	\$	204.00	\$	0.00
48" R.C.P. round, arch or elliptical		L.F.	\$	235.00	\$	0.00
18" C.S.P. or HDPE N12		L.F.	\$	40.00	\$	0.00
24" C.S.P. or HDPE N12		L.F.	\$	50.00	\$	0.00
30" C.S.P. or HDPE N12		L.F.	\$	60.00	\$	0.00
36" C.S.P. or HDPE N12		L.F.	\$	70.00	\$	0.00
42" C.S.P. or HDPE N12		L.F.	\$	80.00	\$	0.00
48" C.S.P. or HDPE N12		L.F.	\$	100.00	\$	0.00
Catch Basin W=4'	1	EA.	\$	2,500.00	\$	2,500.00
Catch Basin W=7'	1	EA.	\$	4,000.00	\$	4,000.00
Catch Basin W=14'		EA.	\$	7,500.00	\$	0.00
Catch Basin W=21'		EA.	\$	11,000.00	\$	0.00
Catch Basin W=28'		EA.	\$	14,500.00	\$	0.00
Inlet Type IX or X		EA.	\$	2,500.00	\$	0.00
Junction Structure No. 1		EA.	\$	3,500.00	\$	0.00
Junction Structure No. 2		EA.	\$	4,500.00	\$	0.00
Junction Structure No. 6		EA.	\$	5,000.00	\$	0.00
Transition Structure No. 1		EA.	\$	12,500.00	\$	0.00
Transition Structure No. 2		EA.	\$	12,500.00	\$	0.00
Transition Structure No. 3		EA.	\$	4,500.00	\$	0.00
Manhole No. 1		EA.	\$	5,000.00	\$	0.00
Manhole No. 2		EA.	\$	6,500.00	\$	0.00
Manhole No. 3		EA.	\$	2,700.00	\$	0.00
Manhole No. 4		EA.	\$	6,500.00	\$	0.00
Structural Reinforcement Concrete		C.Y.	\$	400.00	\$	0.00
Headwall for 36" or smaller storm drain		EA.	\$	3,500.00	\$	0.00
Drop Inlet (W=16')	1	EA	\$	12,500.00	\$	12,500.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
			\$		\$	0.00
SIGNING, STRIPING AND SIGNALS						
Remove Painted Traffic Stripes and Markings	1,000	S.F	\$	2.50	\$	2,500.00
4" Painted Solid Stripes		L.F.	\$	0.21	\$	0.00
4" Painted Solid Stripes (2 Coats)		L.F.	\$	0.30	\$	0.00
6" Painted Broken Stripes	2,540	L.F.	\$	0.32	\$	812.80

6" Stripe Out	4,940	S.F	\$	0.25	\$	1,235.00
6" Painted Bike Lane Stripes	1,250	L.F.	\$	0.65	\$	812.50
8" Painted Channelizing Line	1,640	L.F.	\$	0.82	\$	1,344.80
12" Painted Crosswalk & Limit Line		L.F.	\$	1.30	\$	0.00
Painted One-Way, No Passing	610	L.F.	\$	0.36	\$	219.60
Painted Two-Way Left Turn Lane		L.F.	\$	0.82	\$	0.00
Painted Pavement Markings		S.F	\$	2.70	\$	0.00
Remove Thermoplastic Traffic Stripes and Markings		S.F	\$	2.50	\$	0.00
4" Thermoplastic Solid Stripes		L.F.	\$	0.52	\$	0.00
4" Thermoplastic Broken Stripes		L.F.	\$	0.47	\$	0.00
4" Thermoplastic Double Solid Stripes		L.F.	\$	0.83	\$	0.00
6" Thermoplastic Bike Lane Stripes		L.F.	\$	0.63	\$	0.00
8" Thermoplastic Channelizing Line		L.F.	\$	0.78	\$	0.00
12" Thermoplastic Crosswalk & Limit Line	20	L.F.	\$	0.97	\$	19.40
Thermoplastic One-Way, No Passing		L.F.	\$	1.13	\$	0.00
Thermoplastic Two-Way Left Turn Lane		L.F.	\$	2.83	\$	0.00
Thermoplastic Pavement Markings	50	S.F	\$	3.61	\$	180.50
Marking		S.F.	\$	2.25	\$	0.00
Thermoplastic Cross Walk and Pavement Marking	-	S.F.	\$	3.00	\$	0.00
Remove, Sign, Salvage	1	EA.	\$	50.00	\$	50.00
Relocate Roadside Sign		EA.	\$	100.00	\$	0.00
Street Name Sign		EA.	\$	275.00	\$	0.00
Install Sign (Strap and Saddle Bracket Method)	2	EA.	\$	150.00	\$	300.00
Install Sign (Mast Arm Hanger Method)		EA.	\$	425.00	\$	0.00
Stop Sign & Post		EA.	\$	250.00	\$	0.00
Road Sign on existing pole / post (One Post)	1	EA.	\$	150.00	\$	150.00
Road Sign on existing pole / post (Two Post)		EA.	\$	300.00	\$	0.00
Object Marker - Modified Type "F" Delineator		EA.	\$	60.00	\$	0.00
Delineator (Class 1 Type F)		EA.	\$	40.00	\$	0.00
Delineator (Class 2)		EA.	\$	45.00	\$	0.00
Pavement Marker, Reflective		EA.	\$	3.75	\$	0.00
New Traffic Signal & Lighting (Major Intersection)		LS	\$	250,000.00	\$	0.00
New Traffic Signal & Lighting (Minor Intersection)		LS	\$	150,000.00	\$	0.00
Retrofit of Ex. Traffic Signal & Lighting		LS	\$	100,000.00	\$	0.00
6' Round Signal Loops	8	EA	\$	450.00	\$	3,600.00
Install Pull Box (#5)		EA	\$	400.00	\$	0.00
Install Pull Box (#6)		EA	\$	500.00	\$	0.00
2" PVC Interconnect Conduit & Cable		L.F.	\$	25.00	\$	0.00
3" PVC Interconnect Conduit & Cable		L.F.	\$	30.00	\$	0.00
3" PVC Conduit & Fiber Optic Cable		L.F.	\$	35.00	\$	0.00
			\$		\$	0.00
Survey		LS	\$	8,000.00	\$	0.00
Design/submittals/review		LS	\$	40,000.00	\$	0.00
Mobilization		LS	\$	30,000.00	\$	0.00
Traffic Control		LS	\$	15,000.00	\$	0.00
A. Subtotal					\$	250,087.94
B. Administrative Contingency (20% x A)					\$	50,017.59
C. CM - Inspection - LC (8%)					\$	20,007.04
D Streets/Drainage Total (A + B)					\$	320,112.56

McCall Square WM#5 off-site IP24-045L
Job #18-132 LANDSCAPE COST ESTIMATE
Vincent DiDonato LA # 2017

VINCENT DI DONATO 11-06-24

Approved for Bonding PM37624 IP24-045L CR 11/6/2024
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DESCRIPTION		QUANTITY	UNIT PRICE	TOTAL
PLANTING				
TREES	48" BOX	0 EA.	600.00	0.00
	36" BOX	0.00 EA.	550.00	0.00
	24" BOX	0 EA.	200.00	0.00
	15 GAL	0 EA.	60.00	0.00
SHRUBS	5 GAL	42 EA.	17.00	714.00
	1 GAL	71 EA.	6.00	426.00
MEDIAN	ACCENT STAMPED CONCRET.	4,416 S.F.	6.00	26,496.00
LAWN	HYDROSEED	0 S.F.	0.20	0.00
SOIL	CLEAR/WEED	4,908 S.F.	0.03	147.24
	GRADE	4908 S.F.	0.12	588.96
BARK		4,908 S.F.	0.35	1,717.80
CONCRETE	MOW CURB	383 L.F.	8.00	3,064.00
COBBLE MULCH		333 S.F.	8.00	2,664.00
PLANTING SUB-TOTAL				35,818.00
IRRIGATION				
CONTROL	8 STATION	0 EA.	10,000.00	0.00
STRAINER	1.5 INCH	1 EA.	1,200.00	1,200.00
WEATHER	STATION	0 EA.	250.00	0.00
R.C.V.	1 INCH	3 EA.	150.00	450.00
Flow Sensor	1 INCH	1 EA.	75.00	75.00
RAINBIRD	PRS REG 1 INCH	3 EA.	20.00	60.00
RAINBIRD	FILTER	3 EA.	40.00	120.00
QCV	QUICK COUPLING VALVE	16 EA.	50.00	800.00
FLUSH VALVE	END FLUSH CAP	17 EA.	40.00	680.00
B.VALVE	2 INCH	6 EA.	75.00	450.00
	1-1/2 INCH	0 EA.	50.00	0.00
GPH/SALCO	EMITTER-MED	0 EA.	1.50	0.00
GPH/SALCO	EMITTER-LOW	113 EA.	1.50	169.50
UVR -PVC		0 L.F.	2.50	0.00
FLEX TUBING		0 L.F.	1.00	0.00
STRM RTR	4 PGM	0 EA.	16.00	0.00
12" RISER	PGM	0 EA.	15.00	0.00
	12 PGM	0 EA.	30.00	0.00
SPRAY HEAD	12 RISER	0 EA.	6.00	0.00
RAINBIRD	12 POP-UP	0 EA.	12.00	0.00
	6 POP-UP	0 EA.	6.00	0.00
	4 POP-UP	0 EA.	4.00	0.00
MAIN	2 INCH	694 L.F.	4.00	2,776.00
	1 1/2 INCH	0 L.F.	3.00	0.00
	1 INCH	0 L.F.	1.25	0.00
LATERAL-UVR	2 INCH	0 L.F.	1.75	0.00
	1-1/2 INCH	0 L.F.	1.60	0.00
	1-1/4 INCH	0 L.F.	1.40	0.00
	1 INCH	18 L.F.	2.75	49.50
	3/4 INCH	1,448 L.F.	2.50	3,620.00
IRRIGATION SUBTOTAL				10,450.00
PLANTING AND IRRIGATION TOTAL				46,268.00
CONTINGENCY			0.20	9,253.60
INSPECTION FEES			0.08	3,701.44
TOTAL				59,223.04
*MAINTENANCE / YEAR		4908 S.F.	0.18	883.44