

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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LIEN AGREEMENT

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APN:

THIS LIEN AGREEMENT (“**Lien Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF MENIFEE, a California municipal corporation (“City”) and MINOR RANCH LLC, a Delaware limited liability company (“**Owner**”).

**RECITALS**

A. The City and the Owner caused the Final Map for Tract No. 38303, to be filed on \_\_\_\_\_, 2024, in Book \_\_\_, Pages \_\_\_ through \_\_\_, inclusive, of Maps, in the Office of the County Recorder of Riverside County, California, for a proposed development comprised of residential homes, a business park, a commercial & retail center, drainage facilities and public streets, located in the City of Menifee, County of Riverside, State of California (the “**Project**”). The portion of the Project to be encumbered by this Lien Agreement is described in **Exhibit “A-1” Legal Description of the Property** and depicted on **Exhibit “A-2” Depiction of the Property**, both attached hereto and incorporated herein by this reference (the “**Property**”).

B. The City and Owner have entered into a Subdivision Improvement Agreement whereby Owner has agreed to install and complete certain public improvements as described in **Exhibit “B-1” Description of Public Improvements Subject to Lien** and generally located as shown on **Exhibit “B-2” Location of Public Improvements Subject to Lien**, both attached hereto and incorporated herein by this reference (the “**Public Improvements Subject to Lien**”).

C. The estimated costs of the Public Improvements Subject to Lien as approved by the City Engineer are set forth in **Exhibit “C” Approved Cost Estimates for Public Improvements Subject to Lien** attached hereto.

C. Owner is required under the Subdivision Improvement Agreement to furnish City with security guaranteeing performance of the Public Improvements.

E. California Government Code Section 66499 authorizes the City and Owner to enter into this Lien Agreement in satisfaction of the security obligations contained in the Subdivision Improvement Agreement as they relate to the Public Improvements Subject to Lien.

F. 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 acknowledge, 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 (collectively, the “**Obligations**”):

(1) Construction of the Public Improvements Subject to Lien specified in **Exhibit “B-1”** attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of the construction of the Public Improvements Subject to Lien, notwithstanding that such costs may exceed the estimate set forth on **Exhibit “C”**; and

(2) 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 the Obligations and the remedies provided herein for breach of the Obligations.

B. For so long as title to the Property remains subject to this Lien Agreement, Owner shall not: (1) 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 or (2) sell or permit the sale of any portion of the Property except as provided in Section IV B.

C. Prior to commencing the installation and/or construction of any portion of the Public Improvements Subject to Lien, 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.

D. Owner shall 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 Subject to Lien at the time of substitution, as ascertained by City.

E. Owner shall substitute acceptable security for this Lien Agreement and commence construction of the Public Improvements within two (2) years following the date of recordation of the Final Map. At its sole discretion, the City may grant up to three extensions of time for one year each. 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 Property and the Property is not subject to any mortgages, deeds of trust, or judgment liens.

F. 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.

G. 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.

H. 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, with counsel selected by City, at Owner's 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 the Obligations, 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.

### III. Owner's Representations and Warranties

Owner represents and warrants that no portion of the Property has 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 Public Improvements, 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 relating to the Public Improvements 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, or a portion thereof, 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. 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 two (2) 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 E 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. 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.

B. 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.

C. Sale of any portion of the Property prior to release of the lien created by this Lien Agreement except as provided in Section IV B.

D. 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 in Section VI below.

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 if Owner does not cure such violation within 90 days after Owner's receipt of written notice from the City (or, if not curable within 90 days, within such period of time as is reasonably necessary, but in no event more than 180 days, provided Developer diligently commences and pursues such cure and indemnifies the City for all related costs, of whatever kind) and City may 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 all fees, and foreclose said lien in said amount;

D. 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 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 Menifee.

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.


J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first written above.

CITY OF MENIFEE, a Municipal Corporation  
in the State of California

MINOR RANCH LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: Nick Fidler  
Its: Public Works Director

By:  \_\_\_\_\_  
Name: Nicole Burdette  
Its: President

By: \_\_\_\_\_  
Name: Armando G. Villa  
Its: City Manager

ATTEST:

\_\_\_\_\_  
Stephanie Roseen, Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

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 Orange                    )                    ss.

On September 30, 2024, before me, Meagan Knecht, Notary Public, personally appeared Nicole Burdette, 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.



  
\_\_\_\_\_  
Notary Public



## EXHIBIT "A-1"

### Legal Description of the Property

Being Lots 1, 2, 3, 8, and 11 of Tract No. 38303, in the City of Menifee, County of Riverside, State of California, as shown by map on file in Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, of Maps, in the Office of the County Recorder of said County.

See Exhibit "A-2", attached hereto and by this reference made a part hereof, for a depiction of said lots.



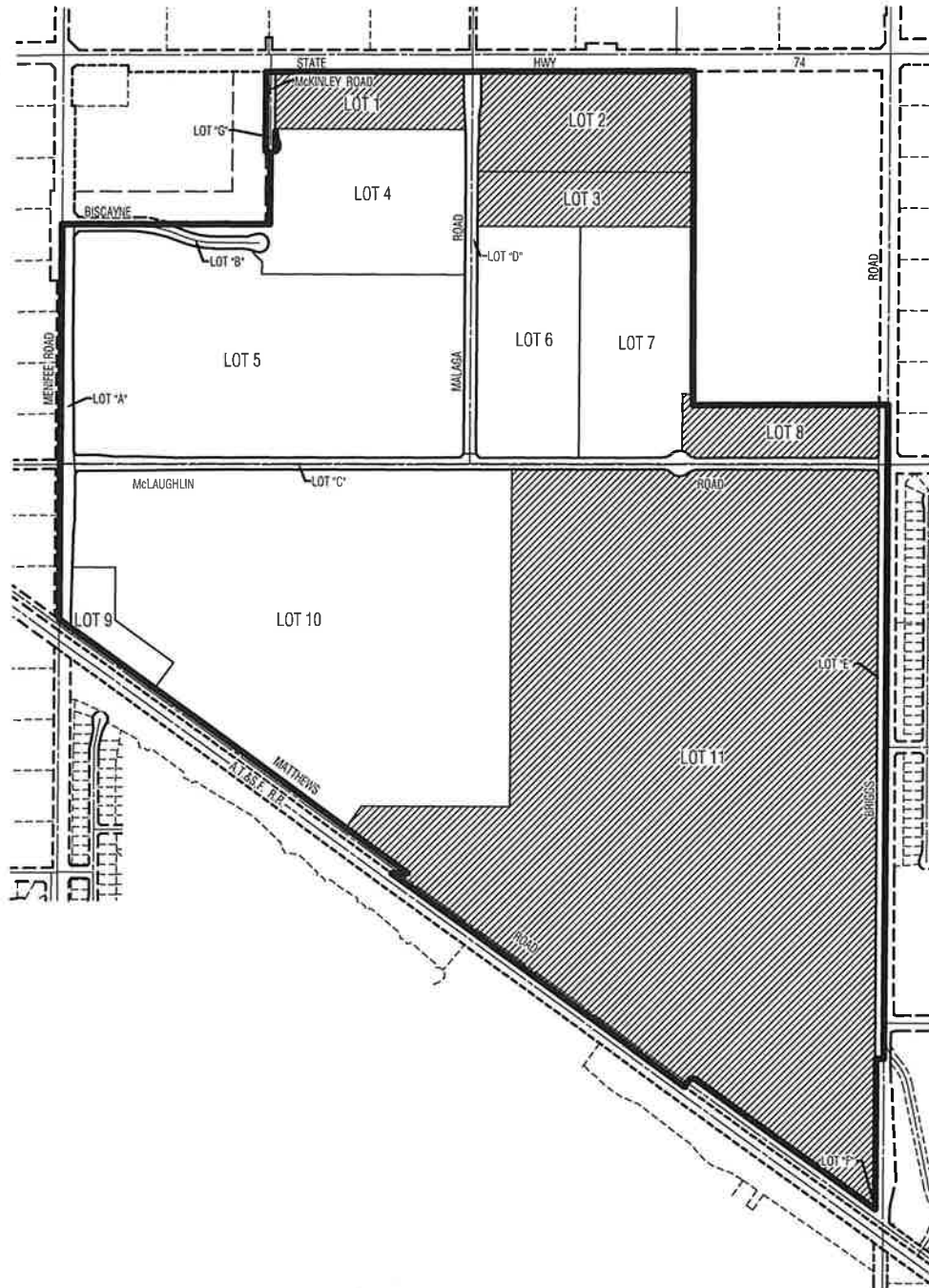
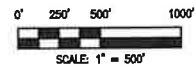
09/19/2024

Robert N. Beuschlein  
LS 7874

Date

# EXHIBIT "A-2"

## Depiction of the Property



The Property - Lots 1, 2, 3, 8, and 11 Tract 38303

## EXHIBIT "B-1"

### Description of Public Improvements Subject to Lien

#### Highway 74 Project Frontage:

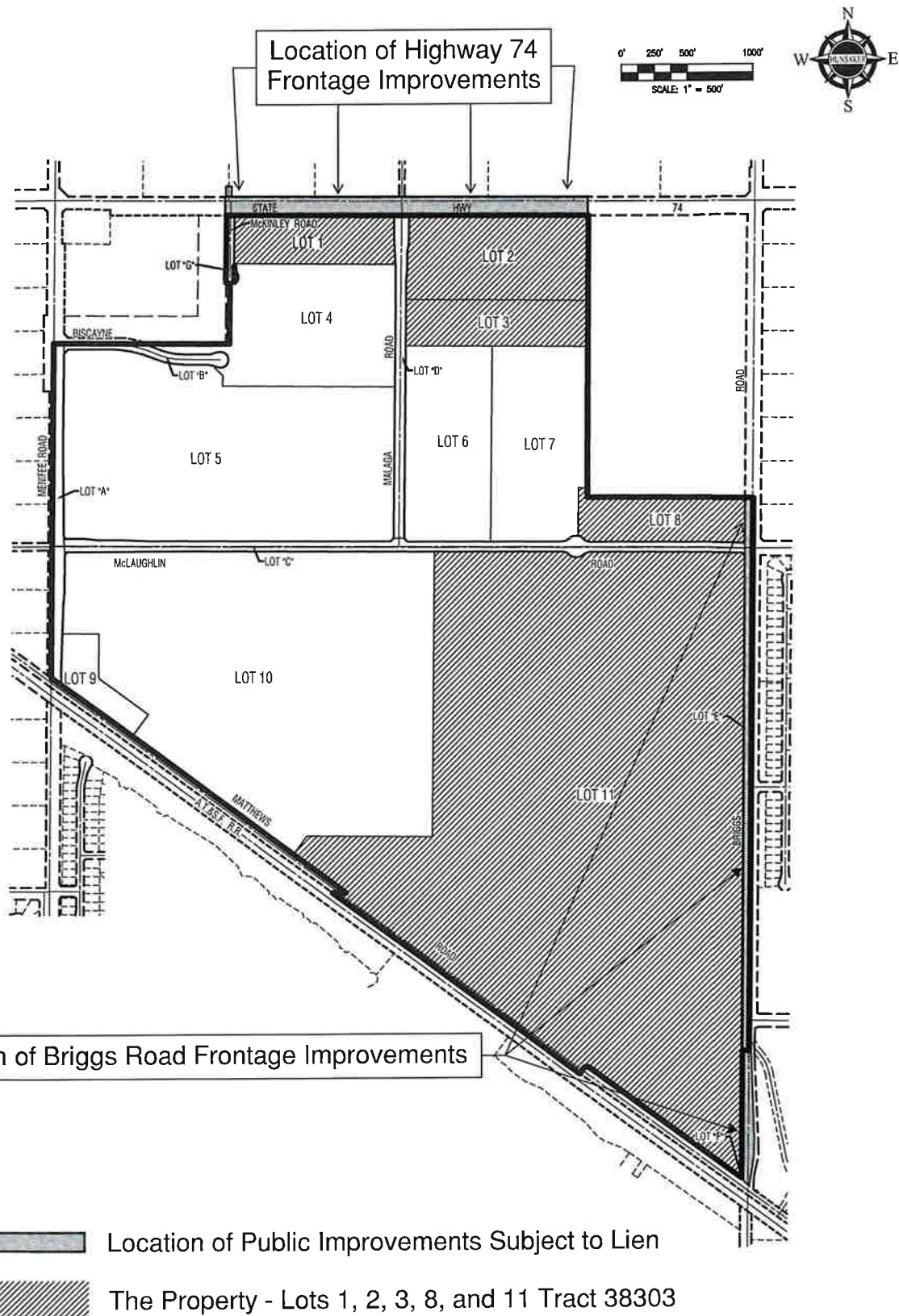
Street widening of Highway 74 along the Project frontage. Work includes installation of pavement, curb and gutter, drainage, sidewalk, parkway landscaping, median, signage and striping, street lights and traffic signals, with location of area of work as shown on "Exhibit B-2".

#### Briggs Road Project Frontage:

Street widening of Briggs Road along the Project frontage. Work includes installation of pavement, curb and gutter, drainage, sidewalk, parkway landscaping, median, signage and striping, street lights and traffic signals, with location of area of work as shown on "Exhibit B-2".

## EXHIBIT "B-2"

### Location of Public Improvements Subject to Lien



## EXHIBIT "C"

### Approved Cost Estimates for Public Improvements Subject to Lien

See EXHIBIT "C-1" attached for Approved Highway 74 Frontage Improvements Cost Estimate

See EXHIBIT "C-2" attached for Approved Briggs Road Frontage Improvements Cost Estimate

**EXHIBIT "C-1"**  
**Approved Highway 74 Frontage Improvements Cost Estimate**

CITY OF MENIFEE ENGINEERING DEPARTMENT  
CONSTRUCTION COST WORKSHEET  
Highway 74 Frontage Improvements


PARCEL MAP OR TRACT MAP NO. 38303 DATE: 9/20/2024  
IP: \_\_\_\_\_

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY		MATERIAL & LABOR SECURITY
	(100% of Estimated Construction Costs)		(**50% of Estimated Construction Costs)
Street/Drainage	\$ 6,630,380.35	\$ 6,630,000.00	\$ 3,315,000.00
*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>6,630,380.35</u>	<u>\$ 6,630,000.00</u>	<u>\$ 3,315,000.00</u>
Warranty Retention (10%)		<u>\$ 663,000.00</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 include additional 20% for recordation prior to having signed plans (Ordinance460, Section 10.3E).

  
\_\_\_\_\_  
Signature

9/20/2024  
Date

Lonnie Druliner  
Name Typed or printed

86346 9/20/2024  
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 Menifee Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amountss. \*\*100% for Flood Control items.
3. For Construction items not covered by "The City of Menifee Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Menifee 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 MENIFEE ENGINEERING DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
**STREET AND DRAINAGE IMPROVEMENTS**

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>ROADWAY SECTION 1</b>	Area =	S.F.		
Excavation				
1. Projects with Grading Plan for Roadway Area x 0.50' (hinge point to hinge point)	6,815	C.Y.	\$ 25.00	\$ 170,375.00
Asphalt Concrete (144 lbs/cu.ft) Thickness in Feet (0.33' min.) = 0.42	9,700	TON	\$ 90.00	\$ 873,000.00
Agg Base Class II Thickness in Feet = 0.67	8,000	C.Y.	\$ 50.00	\$ 400,000.00
Asphalt Emulsion (Fog Seal/Paint Binder)		Ton	\$ 600.00	\$ 0.00
Sawcut Exist. A.C. Pavement	300	L.F.	\$ 1.00	\$ 300.00
Remove A.C. Pavement	25,000	S.Y.	\$ 8.00	\$ 200,000.00
Remove Curb and Gutter	3,000	L.F.	\$ 18.00	\$ 54,000.00
Remove A.C. Dike	100	L.F.	\$ 3.00	\$ 300.00
Remove Chain Link Fence	100	L.F.	\$ 7.50	\$ 750.00
AC overlay (min. 0.10')	100	S.F.	\$ 0.90	\$ 90.00
Curb and Gutter (Type A-8)	3,000	L.F.	\$ 16.00	\$ 48,000.00
Type "D" Curb	21,000	L.F.	\$ 15.00	\$ 315,000.00
P.C.C. Cross Gutter and Spandrels	1,200	S.F.	\$ 10.00	\$ 12,000.00
P.C.C. Sidewalk	18,000	S.F.	\$ 6.00	\$ 108,000.00
ADA Access Ramp (w/ new construction)	8	EA.	\$ 1,500.00	\$ 12,000.00
Adjust Water Valve to Grade ( if no water plan )	2	EA.	\$ 150.00	\$ 300.00
Adjust MH to Grade ( if no sewer plan )	3	EA.	\$ 400.00	\$ 1,200.00
Relocate Edison Facility	2	EA	\$ 1,000.00	\$ 2,000.00
			\$	\$ 0.00
<b>LANDSCAPING</b>				
Colored Stamped Concrete	27,000	S.F.	\$ 10.00	\$ 270,000.00
			\$	\$ 0.00
<b>DRAINAGE</b>				
R.C. Box Culvert	6	C.Y.	\$ 1,392.66	\$ 8,355.96
24" R.C.P. round, arch or elliptical	1545	L.F.	\$ 132.00	\$ 203,940.00
54" R.C. P. Or 64" x 43" RCPA	270	L.F.	\$ 130.00	\$ 35,100.00
Catch Basin W=14'	2	EA.	\$ 7,500.00	\$ 15,000.00
Catch Basin W=28'	2	EA.	\$ 14,500.00	\$ 29,000.00
Junction Structure No. 2	2	EA.	\$ 4,500.00	\$ 9,000.00
Headwall for 36" or smaller storm drain	4	EA.	\$ 3,500.00	\$ 14,000.00
RCB & Rect. Chan. Excavation	557	CY	\$ 21.14	\$ 11,774.98
Structure Backfill	244	CY	\$ 54.30	\$ 13,249.20
			\$	\$ 0.00
<b>SIGNING, STRIPING AND SIGNALS</b>				
6" Thermoplastic Bike Lane Stripes	5,900	L.F.	\$ 0.63	\$ 3,717.00

8" Thermoplastic Channelizing Line	13,500	L.F.	\$ 0.78	\$ 10,530.00
12" Thermoplastic Crosswalk & Limit Line	700	L.F.	\$ 0.97	\$ 679.00
Thermoplastic One-Way, No Passing	500	L.F.	\$ 1.13	\$ 565.00
Thermoplastic Two-Way Left Turn Lane		L.F.	\$ 2.83	\$ 0.00
Thermoplastic Pavement Markings	306	S.F.	\$ 3.61	\$ 1,104.66
Thermoplastic Channelizing Limit Line and Pavement Marking	400.0	S.F.	\$ 2.25	\$ 900.00
Thermoplastic Cross Walk and Pavement Marking	400	S.F.	\$ 3.00	\$ 1,200.00
Stop Sign & Post	2	EA.	\$ 250.00	\$ 500.00
New Traffic Signal & Lighting (Major Intersection)	1	LS	\$ 250,000.00	\$ 250,000.00
Retrofit of Ex. Traffic Signal & Lighting	1	LS	\$ 100,000.00	\$ 100,000.00
6' Round Signal Loops		EA	\$ 450.00	\$ 0.00
Install Pull Box (#5)	10	EA	\$ 400.00	\$ 4,000.00
Install Pull Box (#6)	2	EA	\$ 500.00	\$ 1,000.00
2" PVC Interconnect Conduit & Cable	1,000	L.F.	\$ 25.00	\$ 25,000.00
Street lighting	1	LS	\$ 400,000.00	\$ 400,000.00
Survey	1	LS	\$ 8,000.00	\$ 8,000.00
Design/submittals/review	1	LS	\$ 40,000.00	\$ 40,000.00
Traffic Control	1	LS	\$ 490,000.00	\$ 490,000.00
Mobilization	1	LS	\$ 460,500.00	\$ 460,500.00
A.	<b>Subtotal</b>			<b>\$ 4,604,430.80</b>
B.	Administrative Contingency (20% x A)			\$ 920,886.16
C.	<b>Street Total (A + B)</b>			<b>\$ 5,525,316.96</b>
	BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS			
D.	20% x C			\$ 1,105,063.39
E.	<b>Street Total (C + D)</b>			<b>\$ 6,630,380.35</b>



**EXHIBIT "C-2"**  
**Approved Briggs Road Frontage Improvements Cost Estimate**

CITY OF MENIFEE ENGINEERING DEPARTMENT  
CONSTRUCTION COST WORKSHEET  
TRACT 38303 BRIGGS ROAD IMP.

PARCEL MAP OR TRACT MAP NO. 38303 DATE: 9/20/2024  
IP: \_\_\_\_\_

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY		MATERIAL & LABOR SECURITY
	(100% of Estimated Construction Costs)		(**50% of Estimated Construction Costs)
Street/Drainage	\$ <u>3,997,943.68</u>	\$ <u>3,998,000.00</u>	\$ <u>1,999,000.00</u>
Total	<u><b>3,997,943.68</b></u>	<u><b>3,998,000.00</b></u>	<u><b>1,999,000.00</b></u>
Warranty Retention (10%)		\$ <u>399,800.00</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 include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).

  
Signature

9/20/2024  
Date

Daniel Kim  
Name Typed or printed

55031 6/30/2026  
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 Menifee 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 "The City of Menifee Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Menifee 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 MENIFEE ENGINEERING DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET  
**STREET AND DRAINAGE IMPROVEMENTS**

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>ROADWAY SECTION 1</b> Area =	429,847	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) =	8,475	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	-	C.Y.	\$ 0.40	\$ 0.00
(b.) Excavate and Export	8,475	C.Y.	\$ 1.10	\$ 9,322.50
(c.) Import and Fill	-	C.Y.	\$ 2.80	\$ 0.00
Asphalt Concrete (144 lbs/cu.ft) Thickness in Feet (0.33' min.) = 0.5	15,474	TON	\$ 90.00	\$ 1,392,704.28
Agg Base Class II Thickness in Feet = 0.83	13,214	C.Y.	\$ 50.00	\$ 660,700.00
Sawcut Exist. A.C. Pavement	48,135	S.F.	\$ 1.00	\$ 48,135.00
Cold Plane A.C. Pavement	97,454	S.F.	\$ 0.50	\$ 48,727.00
Curb and Gutter (Type A-8)	6,833	L.F.	\$ 16.00	\$ 109,328.00
Curb and Gutter (Type A-8A)	5,676	L.F.	\$ 16.00	\$ 90,816.00
P.C.C. Sidewalk	31,027	S.F.	\$ 6.00	\$ 186,162.00
P.C.C. Driveway Approach		S.F.	\$ 8.00	\$ 0.00
ADA Access Ramp (w/ new construction)	8	EA.	\$ 1,500.00	\$ 12,000.00
Utility Trench	5,314	L.F.	\$ 10.00	\$ 53,140.00
Street Lights (including conduit)	29	EA.	\$ 5,000.00	\$ 145,000.00
Adjust MH to Grade ( if no sewer plan )	12	EA.	\$ 400.00	\$ 4,800.00
Local Depression	1	EA.	\$ 1,000.00	\$ 1,000.00
Redwood Header	148	LF	\$ 10.00	\$ 1,480.00
Median Taper	1,185	S.F.	\$ 11.00	\$ 13,035.00
Remove and Relocate Post		EA.	\$ 100.00	\$ 0.00
Remove Rip-rap		EA.	\$ 1,000.00	\$ 0.00
Remove Ex. Driveway		S.F.	\$ 2.00	\$ 0.00
Remove Ex. SD Structure		EA.	\$ 5,000.00	\$ 0.00
Remove Ex. Guard Rail		L.F.	\$ 3.00	\$ 0.00
<b>LANDSCAPING</b>				
Landscape and Irrigation		S.F.	\$ 3.50	\$ 0.00
Mobilization		LS	\$ 30,000.00	\$ 0.00
Traffic Control		LS	\$ 15,000.00	\$ 0.00

A.	<b>Subtotal</b>	\$	<b>2,776,349.78</b>
B.	Administrative Contingency (20% x A)	\$	555,269.96
C.	<b>Street Total (A + B)</b>		<b>3,331,619.74</b>
BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLANS			
D.	20% x C	\$	666,323.95
E.	<b>Streets/Drainage Total (C + D)</b>	\$	<b>3,997,943.68</b>



*Dal Kim*