

**AGREEMENT
TRACT 32025
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the City of Menifee, State of California, hereinafter called City, and **Riverside Mitland Investor 03 LLC**, a Delaware Limited Liability Company, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by City of the final map of that certain land division known as **Riverside Mitland Investor 03 LLC**, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **24** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the City Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461, or any successor thereto, and Section 8771 et seq. of the Business and Professions Code of the State of California. Developer further agrees to pay, within 30 days of presentation to Developer of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Developer further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies City that he has not been paid for setting the final monuments, and the City of Menifee, pursuant to Section 66497 of the Government Code, after providing Developer with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by City to the engineer or surveyor, Developer will, upon demand, and without proof of loss by City, reimburse City for any funds so expended. Notwithstanding any other provisions herein, the determination of City as to whether the surveyor or engineer has been paid shall be conclusive on Developer, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. The estimated cost of said work and improvements is the sum of **ONE HUNDRED EIGHTY THOUSAND DOLLARS, \$ 180,000.00**.

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

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer agrees to protect, defend, and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Developer hereby grants to City, the Surety upon any bond, and to the agents, employees and Developers of either or them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Developer or the Surety has completed work within the time specified or any extension thereof granted by the City. It is further agreed that Developer shall have control of the ground reserved for the installation of said

work, and the streets in which they are to be placed, as is necessary to allow Developer to carry out this agreement.

FIFTH: Developer agrees to file with City prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the City for the benefit of any surveyor or engineer who has not been paid by the Developer, as provided for by Section 66495 et seq. of the Government Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified Developer of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If Developer neglects, refuses, or fails to prosecute the work as to insure its completion within the time specified, or within such extensions of time which have been granted by City, or if Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Developer shall be in default of this agreement. City shall have the power, on recommendation of the City Engineer to terminate all rights of Developer in such agreement, but said termination shall not affect or terminate any of the rights of City as against Developer or its Surety then existing or which thereafter accrue because of such default. The determination of the City Surveyor of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, its Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under law. The failure of the Developer to commence construction shall not relieve the Developer or surety from completion of the improvements required by this agreement.

SEVENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Developer further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

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

TENTH: This Agreement contains the entire agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be continuing waiver thereof.

City


City of Menifee
29714 Haun Road
Menifee, CA 92586

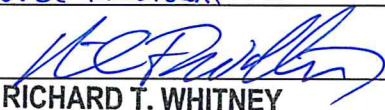
Developer

Riverside Mitland Investor 03 LLC
3200 Park Center Drive, Suite 1000
Costa Mesa, CA 92626

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

Dated: September 29, 2015

By: 
David Bartlett
Vice President


By: 
RICHARD T. WHITNEY
PRESIDENT

Dated: October 7, 2015

CITY OF MENIFEE

By: 
Jonathan G. Smith, City Engineer

CITY OF MENIFEE

By: 
Scott Mann, Mayor

ATTEST:

By: 
Kathy Bennett, City Clerk

APPROVED AS TO FORM:

By: 
Jeff Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Orange)

On September 23, 2015 before me, Monika Beth Rothenburger, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dane Bartlett and Richard L. Whitney
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 Monika Beth Rothenburger
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: _____ 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: _____