

CITY OF MENIFEE

**SUBDIVISION IMPROVEMENT AGREEMENT
PARCEL MAP NO. 37992
OFF-SITE IMPROVEMENTS**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2023, by and between Motte Country Plaza, LLC 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 No. 37992 (the "Parcel") 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 Parcel has been approved subject to the Subdivision Laws and to the requirements and conditions contained in Planning Commission Resolution No. PC21-537 (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 Parcel 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 Parcel. 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 Parcel 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.

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, payment of Subdivider's fair share of Improvements which have been or will be constructed by others ("Participatory Improvements"), and payment of plan check and permit fees. 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.

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, including payment of plan check and permit fees, as estimated by the City Engineer or a duly authorized representative of the City Engineer. The amount of Payment security shall equal the amount of the amount of 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. Administrative fees shall apply to the subdivision (final map, Parcel map or waiver of Parcel map) rather than to individual security instruments. The fees shall be paid separately for each different form and/or source (surety or financial institution) of security initially submitted and for substitution of securities but shall not be required for submittal of warranty security if the warranty security is of the same form and from the same source as the performance security it replaces. Administrative fees for security shall be as follows:

1) For certificates of deposit, bonds and letters of credit as described in Paragraphs 2), 3) and 4) of SECTION 3.B., which require the establishment of evidence of the reliability of the surety or financial institution, the administrative fee shall be One Hundred Fifty Dollars (\$150.00).

2) For other forms of security listed in Section 3 B, above, there will be no administrative fee.

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. 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 twelve (12) 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 Council for an extension of time for completion of the Improvements. The City Council, in its 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 sec. of the Subdivision Map Act and 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 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.

21. Proposed Partial Sale by Subdivider. As of the date hereof, Subdivider contemplates selling a portion of the Parcel to Palomarmar, LP, a California Limited Partnership ("Palomarmar"), concurrently with or following recordation of the Map. In connection with any such sale, Palomarmar shall, with respect to the portion of the Parcel acquired by Palomarmar, automatically be bound by the terms and obligations of this Agreement as they apply to such portion of the Parcel. Prior to or concurrently with such sale, however, Subdivider shall provide to City a fully executed assignment and assumption agreement substantially in the form attached hereto and incorporated herein as Exhibit "B", pursuant to which Subdivider assigns to Palomarmar and Palomarmar accepts such assignment from Subdivider and expressly and unconditionally agrees to be bound by the terms and obligations of this Agreement as they apply to such portion of the Parcel acquired by Palomarmar ("Assignment and Assumption Agreement"). Following full execution of the Assignment and Assumption Agreement in the Official Records of Riverside County, Subdivider shall be released from all obligations of this Agreement as they apply to the portion of the Parcel acquired by Palomarmar. City shall accept from Palomarmar improvement security that meets the requirements set forth in Section 3 of this Agreement, and such security furnished by Palomarmar shall be deemed to satisfy Subdivider's obligations pursuant to Section 3 to provide such improvement security.

22. 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 hereof. 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, the parties hereto have executed this Agreement as of the day and year first written above.

CITY: City of Menifee
29844 Haun Rd.
Menifee, CA 92586
(951) 672-6777

Armando Villa, City Manager

Date

ATTEST:

Anita Kay Vinson, Acting City Clerk

SUBDIVIDER: Motte Country Plaza, LLC
445 S. D Street
Perris, CA 92570
Attn: John Motte, Manager

By:  _____

Date

Title: _____

By: _____

Date

Title: _____

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.

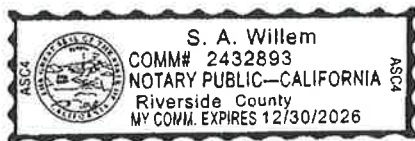
State of California

County of Riverside

On February 23, 2023 before me, SA Willem Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John Motte
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.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

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: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator ☐ Trustee ☐ Guardian of Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Reviewed and Approved:

Daniel Padilla, City Engineer

Date

Approved as to Form:
Rutan & Tucker, LLP:

Jeffrey T. Melching, City Attorney

Date

EXHIBIT "A"

**SECURITY – PARCEL MAP NO. 37992
OFF-SITE IMPROVEMENTS**

Improvements designated as "Participatory" have been or will be constructed by others. Security for Participatory Improvements shall remain in place indefinitely until called upon or released by City.

Monumentation security shall guarantee performance of or payment for the work and shall be utilized or released as specified in Chapter 4, Article 9 of the Subdivision Map Act.

As elements of the work are completed, Subdivider may request a maximum of two partial releases of performance security. Partial releases shall be for not less than ten percent (10%) of the total performance security for the Parcel and shall not reduce total performance security below the amount necessary to complete the Improvements plus ten percent (10%) of the original amount. Partial releases of performance security will be evaluated and may be granted, in whole or in part, by the City Engineer. Requests for partial releases, setting forth in detail the amount of work completed and the value thereof, shall be made in writing to the City Engineer.

Labor & materials security shall remain in place until 90 days after all required Parcel improvements are complete and accepted by the City Council.

CITY OF MENIFEE ENGINEERING DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT MAP NO. 37992 DATE: 2/10/2022
IP: _____

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY		MATERIAL & LABOR SECURITY
	(100% of Estimated Construction Costs)		(**50% of Estimated Construction Costs)
Street/Drainage	\$ 198,132.54	\$ 198,000.00	\$ 99,000.00
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Dom Wtr EMWD	\$ 3,168.00	\$ 3,000.00	\$ 1,500.00
Rec Wtr EMWD	\$ 0.00	\$ 0.00	\$ 0.00
Sewer EMWD	\$ 83,340.00	\$ 83,500.00	\$ 41,750.00
Total	<u>284,640.54</u>	<u>\$ 284,500.00</u>	<u>\$ 142,250.00</u>
Warranty Retention (10%)		<u>\$ 28,450.00</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 G do not G include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).


Signature

02/14/22
Date

MICHAEL BRENDECKE
Name Typed or printed

87363 08/31/22
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
ROADWAY SECTION 1 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.		
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	-	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.) = 0.42		TON	\$ 90.00	\$ 0.00
Agg Base Class II Thickness in Feet = 0.67		C.Y.	\$ 50.00	\$ 0.00
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 = 345		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	10	TON	\$ 90.00	\$ 871.88
Agg Base Class II Thickness in Feet = 0.5	6	C.Y.	\$ 50.00	\$ 319.44
Asphalt Emulsion (Fog Seal/Paint Binder)	0.0	Ton	\$ 600.00	\$ 7.67
Sawcut Exist. A.C. Pavement	334	L.F.	\$ 1.00	\$ 334.00
Cold Plane A.C. Pavement		S.F.	\$ 0.50	\$ 0.00
Grinding A.C. in place		S.Y.	\$ 0.60	\$ 0.00

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4" Painted Solid Stripes		L.F.	\$	0.21	\$	0.00
4" Painted Solid Stripes (2 Coats)		L.F.	\$	0.30	\$	0.00
4" Painted Broken Stripes		L.F.	\$	0.16	\$	0.00
4" Painted Double Solid Stripes		L.F.	\$	0.47	\$	0.00
6" Painted Bike Lane Stripes		L.F.	\$	0.65	\$	0.00
8" Painted Channelizing Line		L.F.	\$	0.82	\$	0.00
12" Painted Crosswalk & Limit Line		L.F.	\$	1.30	\$	0.00
Painted One-Way, No Passing		L.F.	\$	0.36	\$	0.00
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	28	S.F.	\$	2.50	\$	68.75
4" Thermoplastic Solid Stripes	252	L.F.	\$	0.52	\$	131.04
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	252	L.F.	\$	0.63	\$	158.76
8" Thermoplastic Channelizing Line		L.F.	\$	0.78	\$	0.00
12" Thermoplastic Crosswalk & Limit Line		L.F.	\$	0.97	\$	0.00
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		S.F.	\$	3.61	\$	0.00
Pavement Marking		S.F.	\$	2.25	\$	0.00
Thermoplastic Cross Walk and Pavement Marking		S.F.	\$	3.00	\$	0.00
Remove, Sign, Salvage		EA	\$	50.00	\$	0.00
Relocate Roadside Sign	2	EA	\$	100.00	\$	200.00
Street Name Sign		EA	\$	275.00	\$	0.00
Install Sign (Strap and Saddle Bracket Method)		EA	\$	150.00	\$	0.00
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)		EA	\$	150.00	\$	0.00
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		EA	\$	450.00	\$	0.00
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	1	LS	\$	40,000.00	\$	40,000.00
Mobilization	1	LS	\$	30,000.00	\$	30,000.00
Traffic Control	1	LS	\$	15,000.00	\$	15,000.00
A. Subtotal						\$ 154,791.05
B. Administrative Contingency (20% x A)						\$ 30,958.21
C. CM - Inspection - LC (8%)						\$ 12,383.28
D Streets/Drainage Total (A + B)						\$ 198,132.54

DOMESTIC WATER IMPROVEMENTS

A.	Subtotal	\$ 2,200.00
B.	Administrative Contingency (20% x A)	\$ 440.00
C.	Water Total (A + B)	\$ 2,640.00
	TO HAVING SIGNED PLANS	
D.	20% x C	\$ 528.00
E.	Water Total (C + D)	\$ 3,168.00

RECYCLED WATER IMPROVEMENTS

A.	Subtotal	\$	0.00
B.	Administrative Contingency (20% x A)	\$	0.00
C.	Water Total (A + B)	\$	0.00
	PRIOR TO HAVING SIGNED PLAND		
D.	20% x C	\$	0.00
E.	Water Total (C + D)	\$	0.00

SANITARY SEWER IMPROVEMENTS

A.	Subtotal	\$	57,875.00
B.	Administrative Contingency (20% x A)	\$	11,575.00
C.	Sewer Total (A + B)	\$	69,450.00
	PRIOR TO HAVING SIGNED PLAND (
D.	20% x C	\$	13,890.00
E.	Sewer Total (C + D)	\$	83,340.00

PARCEL MAP OR TRACT NO. 27992 SCH: _____ DATE: 2/11/2022
PP, CU, PU, MS OR VL NO. _____

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18440646.4 a01/17/23

**CITY OF MENIFEE ENGINEERING DEPARTMENT
CONSTRUCTION COST WORKSHEET**

PARCEL MAP OR TRACT MAP NO. 37992 DATE: 2/10/2022
IP: _____

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)		MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)	
Street/Drainage	\$ 912,825.07	\$ 913,000.00	\$ 456,500.00	
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00	
Dom Wtr EMWD	\$ 20,851.20	\$ 21,000.00	\$ 10,500.00	
Rec Wtr EMWD	\$ 0.00	\$ 0.00	\$ 0.00	
Sewer EMWD	\$ 14,248.80	\$ 14,000.00	\$ 7,000.00	
Total	947,925.07	948,000.00	474,000.00	
Warranty Retention (10%)		\$ 94,800.00		

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


Signature
MICHAEL BRENDENCK
Name Typed or printed

02/14/22
Date
83363 03/31/23
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
ROADWAY SECTION 1 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.		
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	-	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.) = 0.42		TON	\$ 90.00	\$ 0.00
Agg Base Class II Thickness in Feet = 0.67		C.Y.	\$ 50.00	\$ 0.00
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 = 33,495		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) = 30		C.Y.		
Fill (f) = 2,773		C.Y.		
(a.) Excavate and Fill	30	C.Y.	\$ 0.40	\$ 12.13
(b.) Excavate and Export	-	C.Y.	\$ 1.10	\$ 0.00
(c.) Import and Fill	2,743	C.Y.	\$ 2.80	\$ 7,679.67
Asphalt Concrete (144 lbs/cu.ft) Thickness in Feet (0.33' min.) = 0.39	941	TON	\$ 90.00	\$ 84,648.56
Agg Base Class II Thickness in Feet = 0.5	620	C.Y.	\$ 50.00	\$ 31,013.89
Asphalt Emulsion (Fog Seal/Paint Binder)	1.2	Ton	\$ 600.00	\$ 744.33
Sawcut Exist. A.C. Pavement	63	L.F.	\$ 1.00	\$ 63.00
Cold Plane A.C. Pavement		S.F.	\$ 0.50	\$ 0.00
Grinding A.C. in place		S.Y.	\$ 0.60	\$ 0.00

882/034804-0003
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882/034804-0003
18440646.4 a01/17/23

4" Painted Solid Stripes		L.F.	\$	0.21	\$	0.00
4" Painted Solid Stripes (2 Coats)		L.F.	\$	0.30	\$	0.00
4" Painted Broken Stripes		L.F.	\$	0.16	\$	0.00
4" Painted Double Solid Stripes		L.F.	\$	0.47	\$	0.00
6" Painted Bike Lane Stripes		L.F.	\$	0.65	\$	0.00
8" Painted Channelizing Line		L.F.	\$	0.82	\$	0.00
12" Painted Crosswalk & Limit Line		L.F.	\$	1.30	\$	0.00
Painted One-Way, No Passing		L.F.	\$	0.36	\$	0.00
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		L.F.	\$	0.97	\$	0.00
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		S.F.	\$	3.61	\$	0.00
Pavement Marking		S.F.	\$	2.25	\$	0.00
Thermoplastic Cross Walk and Pavement Marking		S.F.	\$	3.00	\$	0.00
Remove, Sign, Salvage		EA.	\$	50.00	\$	0.00
Relocate Roadside Sign		EA.	\$	100.00	\$	0.00
Street Name Sign		EA.	\$	275.00	\$	0.00
Install Sign (Strap and Saddle Bracket Method)		EA.	\$	150.00	\$	0.00
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)		EA.	\$	150.00	\$	0.00
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		EA	\$	450.00	\$	0.00
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	1	LS	\$	40,000.00	\$	40,000.00
Mobilization	1	LS	\$	30,000.00	\$	30,000.00
Traffic Control		LS	\$	15,000.00	\$	0.00
A. Subtotal					\$	713,144.59
B. Administrative Contingency (20% x A)					\$	142,628.92
C. CM - Inspection - LC (8%)					\$	57,051.57
D Streets/Drainage Total (A + B)					\$	912,825.07

CITY OF MENIFEE ENGINEERING DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
DOMESTIC WATER IMPROVEMENTS

A.	Subtotal	\$ 14,480.00
B.	Administrative Contingency (20% x A)	\$ 2,896.00
C.	Water Total (A + B)	\$ 17,376.00
	TO HAVING SIGNED PLANS	
D.	20% x C	\$ 3,475.20
E.	Water Total (C + D)	\$ 20,851.20

RECYCLED WATER IMPROVEMENTS

A.	Subtotal	\$	0.00
B.	Administrative Contingency (20% x A)	\$	0.00
C.	Water Total (A + B)	\$	0.00
	PRIOR TO HAVING SIGNED PLAND		
D.	20% x C	\$	0.00
E.	Water Total (C + D)	\$	0.00

CITY OF MENIFEE ENGINEERING DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
4" PVC SDR 35 (Use it for Residential Laterals)	112	L.F.	\$ 25.00	\$ 2,800.00
6" PVC SDR 35 Green		L.F.	\$ 30.00	\$ 0.00
8" PVC SDR 35 Green	17	L.F.	\$ 35.00	\$ 595.00
10" PVC SDR 35 Green		L.F.	\$ 46.00	\$ 0.00
12" PVC SDR 35 Green		L.F.	\$ 54.00	\$ 0.00
15" PVC SDR 35 Green		L.F.	\$ 90.00	\$ 0.00
8" VCP		L.F.	\$ 55.00	\$ 0.00
10" VCP		L.F.	\$ 62.00	\$ 0.00
12" VCP		L.F.	\$ 72.00	\$ 0.00
15" VCP		L.F.	\$ 81.00	\$ 0.00
18" VCP		L.F.	\$ 162.00	\$ 0.00
21" VCP		L.F.	\$ 183.00	\$ 0.00
24" VCP		L.F.	\$ 195.00	\$ 0.00
27" VCP		L.F.	\$ 215.00	\$ 0.00
30" VCP		L.F.	\$ 236.00	\$ 0.00
Standard Manhole 48"	1	EA.	\$ 3,140.00	\$ 3,140.00
Standard Manhole 60"		EA.	\$ 4,500.00	\$ 0.00
Shallow Manhole (5' or less)		EA.	\$ 3,300.00	\$ 0.00
Clean out	2	EA.	\$ 730.00	\$ 1,460.00
Clean out Lateral	2	EA.	\$ 200.00	\$ 400.00
Tie to Existing Manhole		EA.	\$ 2,100.00	\$ 0.00
Rechannel Existing Manhole		EA.	\$ 1,500.00	\$ 0.00
Join Existing 8" Pipe	1	EA.	\$ 1,500.00	\$ 1,500.00
Join Existing 12" Pipe		EA.	\$ 2,000.00	\$ 0.00
Chimney		EA.	\$ 400.00	\$ 0.00
Adjust M.H. to grade		EA.	\$ 500.00	\$ 0.00
Concrete Encasement		L.F.	\$ 35.00	\$ 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	\$ 9,895.00
B.	Administrative Contingency (20% x A)	\$ 1,979.00
C.	Sewer Total (A + B)	\$ 11,874.00
	PRIOR TO HAVING SIGNED PLAND (
D.	20% x C	\$ 2,374.80
E.	Sewer Total (C + D)	\$ 14,248.80

CITY OF MENIFEE ENGINEERING DEPARTMENT
COST ESTIMATE CALCULATION SHEET

PARCEL MAP OR TRACT NO. 27992 SCH: DATE: 2/11/2022
PP, CU, PU, MS OR VL NO.

[illegible]

EXHIBIT "B"

ASSIGNMENT AND ASSUMPTION AGREEMENT

[See following document]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment**") is made and entered into as of _____, 2023, by and between **MOTTE COUNTRY PLAZA, LLC**, a California Limited Liability Company (the "**Assignor**"), and **PALOMARMAR, LP**, a California Limited Partnership (the "**Assignee**"), collectively, the "**Parties**."

RECITALS

A. Assignor is the owner in fee of that certain real property located at the northwest corner of California State Route 74 at Palomar Road, in the City of Menifee, County of San Bernardino, State of California, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "**Application Property**").

B. Prior to the date hereof, Assignor and Assignee submitted a series of applications to the City of Menifee (the "**City**"), including, without limitation an application for a parcel map to subdivide the Application Property into two (2) legal parcels (the "**Parcel Map**").

C. As a condition to City's approval of the Parcel Map, Assignor is required to install or agree to install certain public and private improvements (the "**Improvements**").

D. On or about the same date hereof, Assignor entered into with City that certain Subdivision Improvement Agreement (Parcel Map No. 37992, Off-Site Improvements), regarding Assignor's installation of the Improvements as provided in Section 66462 of the Subdivision Map Act (the "**SIA**").

E. On or about the same date hereof, Assignor is selling a portion of the Application Property, as more particularly described in Exhibit "B", which is attached hereto and incorporated herein by this reference (the "**Assignee Property**") to Assignee.

F. Assignor now desires to assign to Assignee and Assignee desires to accept said assignment from Assignor, and to assume, all of Assignor's rights and obligations under the SIA.

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

1. **Partial Assignment of SIA.** Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights and obligations under the SIA with respect to the Assignee Property.

2. **Assumption of Obligations.** By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations of Assignor under the SIA as they apply to the Assignee Property.

3. **Notice.** All correspondence and notices given or required to be given to the Assignor under the SIA, as of the effective date this Assignment, shall be provided to the Assignee and shall be addressed as follows:

Palomarmar, LP
764 Ramona Expressway, Suite C
Perris, CA 92571

4. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.

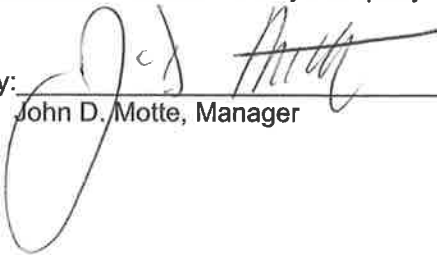
5. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. **Governing Law.** This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of California.

- Signatures follow -

ASSIGNOR:


MOTTE COUNTRY PLAZA, LLC,
a California Limited Liability Company

By: 
John D. Motte, Manager

ASSIGNEE:

PALOMARMAR, LP,
a California Limited Partnership

By: Palomarmar, Inc.,
a California corporation
Its: General Partner

By: 
Marwan AlAbbasi, President

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.

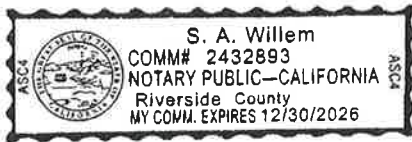
State of California

County of Riverside

On February 23, 2023 before me, SA Willem Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John D Motte
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.



Place Notary Seal and/or Stamp Above

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

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: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator ☐ Trustee ☐ Guardian of Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

County of Riverside

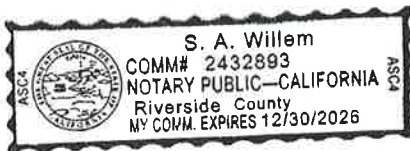
On February 23, 2023 before me, SA Willem Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Marwan Alabbasi
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.



Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

By execution below, the City of Menifee hereby consents to the foregoing transfer and assignment.

"CITY"

CITY OF MENIFEE, a California Municipal
Corporation

Dated: _____, 2023

By: _____
Daniel Padilla, City Engineer

Attest:

By: _____
Anita Kay Vinson, Acting City Clerk

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Jeffrey T. Melching, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF APPLICATION PROPERTY

REAL PROPERTY IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 93 OF ROMOLA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 71 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THE WEST 41.90 FEET CONVEYED BY DEED RECORDED SEPTEMBER 5, 1984 AS INSTRUMENT NO. 194245, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 20 FEET OF SAID LOTS, AS CONVEYED TO THE COUNTY OF RIVERSIDE BY A DOCUMENT RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING FROM LOT 93, THAT PORTION OF LOT CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND, AS RESERVED BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13633, AS TO AN UNDIVIDED ONE-HALF INTEREST AND BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13632, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS TO AN UNDIVIDED ONE-HALF INTEREST.

CONTAINING 3.80 ACRES, MORE OR LESS.



FOR REVIEW BY:
adikam
ENGINEERS
Civil Engineering - Surveying - Planning
6879 Airport Drive, Riverside, CA 92504
Tel: (951) 688-0241, Fax: (951) 688-0592

APPROVED BY: *[Signature]*
MICHAEL R. BRENECKE, PLS 9299

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

JOB NO. 10117 DATE: 12-02-2022 CLIENT: ALPABASSI

SECTION 11, T5S., R.3W., S8M

SCALE 1"=80'

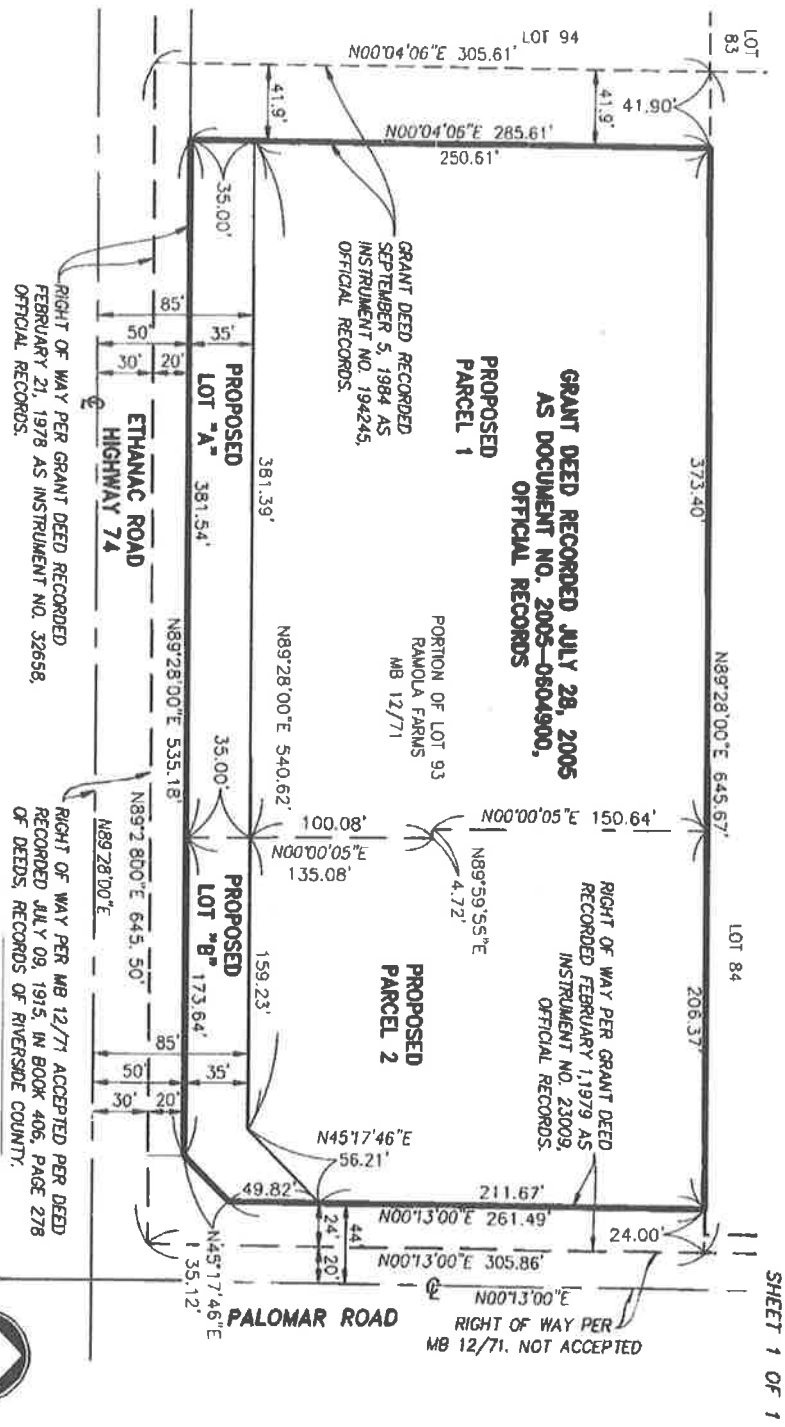


EXHIBIT "B"
LEGAL DESCRIPTION OF ASSIGNEE PROPERTY

REAL PROPERTY IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 93 OF ROMOLA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 12, PAGE 71 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 93;

THENCE SOUTH 89°28'00" WEST ALONG THE NORTHERLY LINE OF SAID LOT 93, A DISTANCE OF 24.00 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 206.37 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°00'05" EAST, A DISTANCE OF 150.64 FEET;

THENCE NORTH 89°59'55" EAST, A DISTANCE OF 4.72 FEET;

THENCE SOUTH 00°00'05" EAST, A DISTANCE OF 100.08 FEET TO A LINE PARALLEL WITH AND 35.00 FEET NORTHERLY OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE BY A DOCUMENT RECORDED FEBRUARY 21, 1978 AS INSTRUMENT NO. 32658, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 89°28'00" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 159.23 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 45°17'46" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 56.21 FEET TO A POINT ON THE WESTERLY LINE OF SAID CERTAIN PARCEL CONVEYED TO THE COUNTY OF RIVERSIDE, BY A DOCUMENT RECORDED FEBRUARY 1, 1979 AS INSTRUMENT NO. 23009, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 00°13'00" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 211.67 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT "B"
LEGAL DESCRIPTION OF ASSIGNEE PROPERTY

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS LYING IN AND UNDER SAID LAND, AS RESERVED BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13633, AS TO AN UNDIVIDED ONE-HALF INTEREST AND BY DEED RECORDED FEBRUARY 7, 1966 AS INSTRUMENT NO. 13632, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, AS TO AN UNDIVIDED ONE-HALF INTEREST.

CONTAINING 1.15 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:


MICHAEL R. BREDECKE, PLS 9299

1-5-23



NOTE: THIS LEGAL DESCRIPTION AND PLAT ARE NOT TO BE USED FOR THE SUBDIVISION OF PROPERTY PER SECTION 66424 OF THE SUBDIVISION MAP ACT.



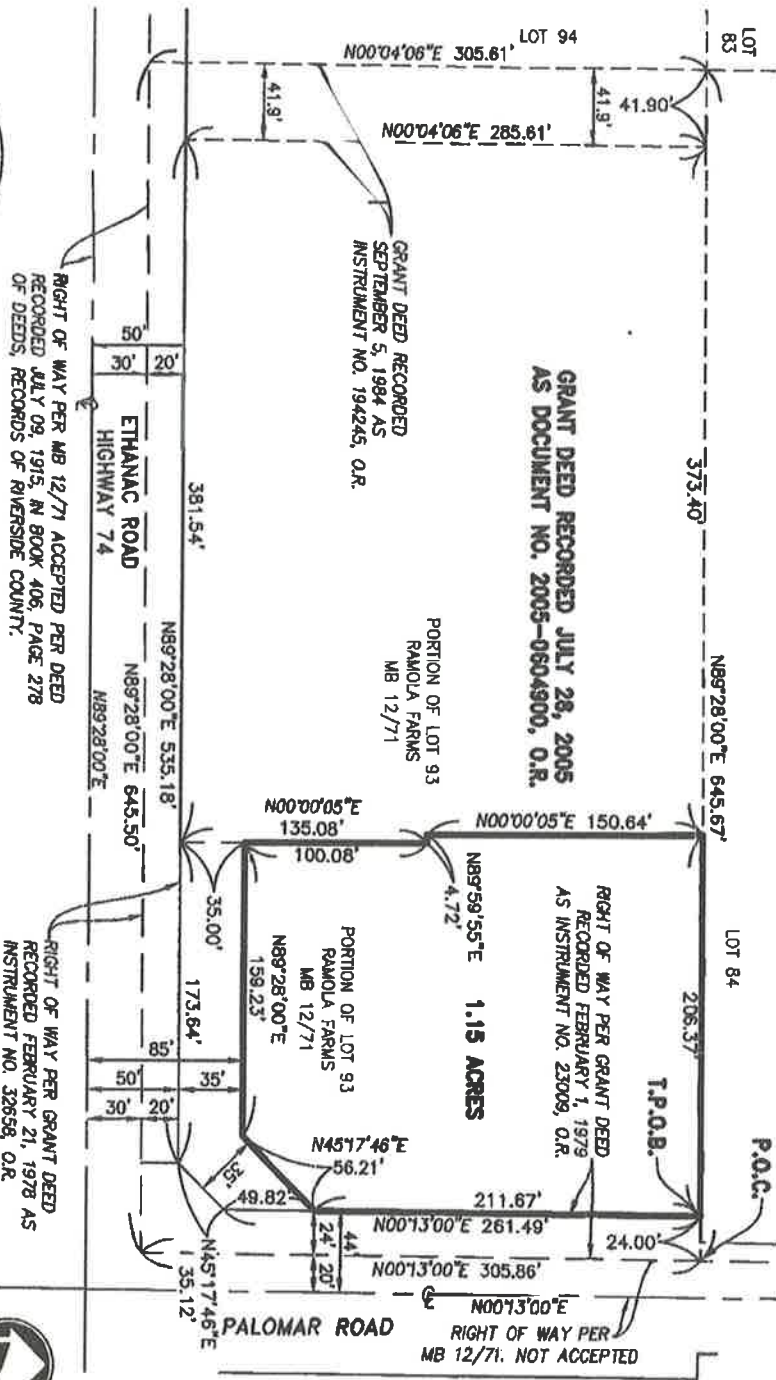
PLAT PREPARED BY:
edkkan ENGINEERS
 5879 Apple, Drive, Riverside, CA 92504
 Tel: (951) 506-9641, Fax: (951) 506-0597

JOB NO. 10117
 APPROVED BY: *[Signature]*
 DATE: 01/05/2023
 CLIENT: ALBASSI
 MICHAEL R. BRENDHECKE, PLS 9299

PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

SECTION 11, T5S., R.3W., S8M

SCALE 1"=80'



SHEET 1 OF 1