

CITY OF LAKE ELSINORE

SUBDIVISION IMPROVEMENT AGREEMENT

(Parcel Map No. 37958)

THIS SUBDIVISION IMPROVEMENT AGREEMENT (Parcel Map No. 37958) (the "Agreement"), dated as of February 2, 2022, is made by and between the CITY OF LAKE ELSINORE, a municipal corporation ("City"), on the one hand, and LONG BEACH VICTORIA GROUP, LLC, a California limited liability company and GAGE INVESTMENTS, LLC, a California limited liability company, on the other hand (collectively, "Developer").

RECITALS

A. Developer's predecessor in interest has prepared and submitted to City for final approval and recordation a subdivision map (the "Map") of a unit of land in the City of Lake Elsinore, County of Riverside, which unit of land is known as Parcel Map No. 37958 (the "Tract") 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. Developer has agreed to purchase fee ownership of Parcel 2, Parcel 3 and Parcel 4 as shown on the Map ("Developer Property") pursuant to that certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated August 27, 2019 and amendments thereto between Developer (as Buyer) and the current owner of the Tract (as Seller) (the "Purchase Agreement").

C. Pursuant to the terms of the Purchase Agreement, an escrow has been opened ("Escrow") at North American Title Company ("Escrow Holder") in which, at the Close of Escrow (as defined in the Purchase Agreement), the real property identified herein as the Developer Property will be conveyed to the Developer.

D. A tentative map of the Tract was approved subject to the Subdivision Laws and to the requirements and conditions contained in Conditions of Approval. The Conditions of Approval are on file in the office of the City Clerk and is incorporated into this Agreement by reference.

E. Prior to approval and recordation of the Map, a responsible party is required to install or agree to install certain public and private improvements.

F. The Improvements (as defined in Section 2) have not been installed and accepted at this time. Accordingly, it is therefore necessary that Developer and City enter into an agreement for the installation of the Improvements as provided in Section 66462 of the Subdivision Map Act.

G. In consideration of approval of a Map as final for the Tract by the City Council and the authorization for recordation thereof, Developer desires to enter into this Agreement, whereby Developer promises to install and complete, at Developer's own expense, all the public improvement work required by City in connection with the Tract. Developer has secured this Agreement by improvement security allowed under the Subdivision Laws and approved by the City as provided herein.

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

1. Improvement Plans. Developer shall furnish complete original improvement plans for the construction, installation and completion of the Improvements meeting the requirements of the City Engineer. The Improvement Plans for the Tract shall be maintained on file in the office of the City Engineer and shall be incorporated into this Agreement by reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the City Engineer.

2. Improvements. Developer shall construct the Improvements required to be constructed or agreed to be constructed under the Conditions of Approval and this Agreement and as more specifically described in Exhibit A attached hereto, 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.

a. Lien. Developer shall, at the time of the close of the Escrow and until such time as replacement security is provided as set forth in this Section 3, guarantee Developer's performance of this Agreement as follows:

- i. Developer shall furnish security by way of a lien upon the Developer Property in the amount of \$687,000 (the "Security Lien"). Such lien shall be evidenced by a Deed of Trust substantially in the form attached hereto as Exhibit B (hereinafter, the "City Deed of Trust"), and recorded in the Official Records of Riverside County as provided herein.
- ii. Developer shall cause, or otherwise consent to, supplemental escrow instructions to be deposited into the Escrow and acknowledged by the Escrow Holder, which instructions shall provide for: (a) recordation of the Map upon the Escrow Officer receiving express authorization from the City Attorney prior to the Close of Escrow, such recordation to be immediately before the recording of the grant deed conveying the Developer Property to the Developer and, (b) the recordation of the City Deed of Trust, such recordation to be immediately following the recording of the grant deed conveying the Developer Property to the Developer.
- iii. Developer shall replace the Lien Security within six (6) months of recordation of the City Deed of Trust as provided in Section 3(b).
- iv. In order to reimburse City for the legal assistance and financial advice arising from the preparation of this Agreement, coordination with the Escrow Holder to ensure proper recordation of the Map and the City Deed of Trust, and administration of the City Deed of Trust, Developer shall pay the following administrative fees to City: (1) \$10,000 payable in advance to which Developer has previously satisfied; and (2) a monthly administrative fee ("Monthly Administrative Fee") equal to one percent (1%) of the estimated cost of the Improvements secured by the Deed of Trust (that is, \$6,870 per month), accruing on the fifteenth day of the month, provided, however, that such Monthly Administrative Fee shall only begin to accrue on August 15, 2022 and each month thereafter so long as the Developer



fails to replace the Lien Security as contemplated in Section 3(b) or the City Deed of Trust is reconveyed as provided in Section 3(d)(ii).

- v. Upon the Developer providing replacement security as provided in Section 3(b), and subject to Developer paying to City any accrued Monthly Administrative Fees, City shall promptly record a reconveyance of the City Deed of Trust thereby releasing the City's security lien in Developer Property.

b. Replacement Security. One of the following forms of replacement security shall be provided by Developer in order to replace the security provided in Section 3(a):

- i. Surety bonds, of the forms specified in Section 66499.2 of the California Government Code for (a) performance; and (b) labor and materials, issued by a surety or sureties listed in the U.S. Department of Treasury Circular 570 (latest version), and subject to the approval of the City Attorney; or
- ii. A cash deposit with City or a responsible escrow agent or trust company, at City's option; or
- iii. 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 Section 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 or until sixty (60) days after City receives notice from the financial institution of intent to allow expiration of the letter of credit.

c. Any security provided 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.

d. Security shall be released in the following manner:

- i. Performance bonds, if applicable, 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.
- ii. If City receives no notice of recorded claims of lien, the City Deed of Trust (if not previously reconveyed) or any labor and materials bonds shall be released in full 90 days after final acceptance and/or approval by the City Council, of the Improvements and upon full payment of any accrued but

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unpaid Monthly Administrative Fees. If City receives notice of any recorded lien, the provisions of the Subdivision Map Act shall apply.

- iii. City may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees and the Monthly Administrative Fees.

4. City Permits Required. Prior to commencing any phase of work, Developer 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 Developer or City, Developer shall use its best efforts purchase such real property at a reasonable price. In the event that Developer is unsuccessful, despite its best efforts, to acquire such real property at a reasonable price, Developer 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 Developer. If City so agrees, City and Developer shall enter a separate written agreement in a form acceptable to the City Attorney. Said separate agreement shall provide that Developer advance to City One Hundred Fifty Percent (150%) of the appraised fair market value of the real property. Any unexpended portion of said advance shall be refunded to Developer. Any additional funds required for acquisition of the real property shall be paid by Developer to City upon the conveyance of said real property to Developer. In no event shall the failure of Developer or City to acquire such real property excuse, waive, or otherwise terminate Developer's obligation to construct the applicable improvement pursuant to this Agreement or the Conditions of Approval.

6. Completion of Improvements; Inspection.

a. Construction of Improvements. Developer shall begin construction of the Improvements as required by the Conditions of Approval or as determined by the City Engineer, as the case may be, and shall diligently complete construction of such Improvements. . Failure by Developer 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 Developer 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 Developer's obligations hereunder.

b. Inspection. Developer 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 Developer 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 Section 10 of this Agreement. Developer shall bear all costs of plan check, inspection and certification.

7. Force Majeure. In the event that Developer is unable to perform within the time limits herein due to strikes, act of God, or other events beyond Developer's control, the time limits for obligations affected by such events will be extended by the period of such events.

8. Time Extension. Developer may make application in writing to the City Engineer for an extension of time for completion of the Improvements. The City Engineer, 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, Developer 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.

9. Survey Monuments. Before final approval of street improvements, Developer shall place survey monuments in accordance with the provisions of Sections 66495, et sec. of the Subdivision Map Act and of the Lake Elsinore Municipal Code. Developer 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, Developer shall submit a request for final approval by City. The request shall be accompanied by any required certifications from Developer'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 Developer has provided revised plans as required in Section 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 Section 10, Developer 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, Developer 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 Developer.

12. Revisions to Plans. When the Improvements have been inspected and approved by the City Engineer, Developer 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. Developer 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 Developer fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, Developer 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 Developer fail to act promptly or in accordance with this requirement, Developer hereby authorizes City, at City's sole option, to perform the work twenty (20) days after mailing written notice of default to Developer and to Developer'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 Developer can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Developer 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 Developer 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 Developer 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 Developer 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. Developer 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. Developer shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

17. Indemnification.

a. Neither City nor any and all of its officials, employees and agents ("Indemnified Parties") shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents or employees in the performance of this Agreement. Developer 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 Developer, 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 section. 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 Developer 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 section 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, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Developer shall not be responsible for routine maintenance. Provisions of this section 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 section that Developer 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 section.

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. Developer No Agent of City. Neither Developer nor any of Developer's agents, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

21. 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 subsection.

b. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.

c. Neither party to this Agreement relies upon any warranty or representation not contained in this Agreement.

d. This Agreement shall be governed by and interpreted with respect to the laws of the State of California.

e. In the event of any dispute between the parties with respect to this Agreement, the prevailing party shall be entitled to prompt payment of its reasonable attorneys' fees from the non-prevailing party.

f. Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies provided for hereunder.

g. Time is of the essence in the performance of each and every provision of this Agreement.

h. The Recitals to this Agreement are hereby incorporated into and expressly made a part of the terms of this Agreement.

i. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

City Manager

APPROVED AS TO FORM:

City Attorney

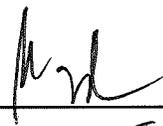
Attachments:

EXHIBIT A – IMPROVEMENTS

EXHIBIT B – DEED OF TRUST

“DEVELOPER”

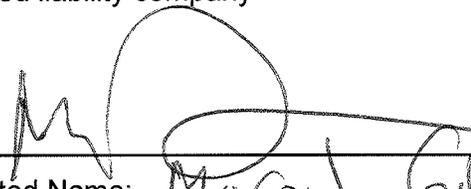
LONG BEACH VICTORIA GROUP, LLC,
a California limited liability company

By:  _____

Printed Name: Iman Gadoh

Title: Manager

GAGE INVESTMENTS, LLC, a California limited liability company

By:  _____

Printed Name: Morad Gadoh

Title: Manager

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.

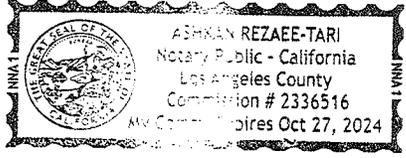
STATE OF CALIFORNIA)
) §
County of Los Angeles)

On February 02, 2022, before me, Ashkan Rezaee-Tari a Notary Public, personally appeared Morad Golcheh 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.

Ashkan Tari
Signature of Notary



(Affix seal here)

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 LOS ANGELES)

On FEBRUARY 2nd, 2022, before me, JAKE M. SELIKOVITZ a Notary Public, personally appeared ILAN GOLCHEH 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.

Jake M. Selikovitz
Signature of Notary



(Affix seal here)

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 _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

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 _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A

EXHIBIT A – IMPROVEMENTS

[Attached]

CITY OF LAKE ELSINGRE
 CONSTRUCTION COST WORKSHEET
 AND PLAN CHECK DEPOSIT CALCULATION SHEET

PP, CUP, PUP, MS OR VL NO. CUP 2020-09 DATE: 12/2/2021
 PARCEL MAP OR TRACT MAP NO. TPM 37855 IP: _____

- 100% Bond to record map
 120% Bond to record map before improvement plans are signed

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**100% of Estimated Construction Costs)
A Street/Drainage	\$ 687,090.00	\$ 687,000.00	\$ 687,000.00
B Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
C Water	\$ 0.00	\$ 0.00	\$ 0.00
	District Name		
D Sewer	\$ 0.00	\$ 0.00	\$ 0.00
	District Name		
Total	<u>687,090.00</u>	<u>687,000.00</u>	<u>687,000.00</u>
Warranty Retention (10%)		<u>68,700.00</u>	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

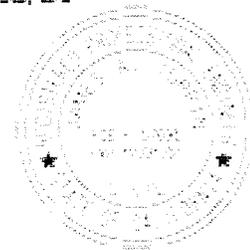
Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using City's unit costs, are accurate for determining bonding costs

James A. Turpin
 Signature

12/2/2021
 Date

James A. Turpin
 Name Typed or printed

57695 12/31/2021
 RCE# Exp. Date



Civil Engineer's Stamp

CITY OF LAKE ELSINORE
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		ROADWAY EXCAVATION		
	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	\$ 20.00	\$ 0.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Out (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	\$ 0.40	\$ 0.00
	C.Y.	(b.) Excavate and Export	\$ 1.10	\$ 0.00
	C.Y.	(c.) Import and Fill	\$ 2.80	\$ 1.00
		If balance, provide (a.) only, either out or fill If export, provide (a.)&(b.) a = fill, b = out - fill If import, provide (a.)&(c), a = out, c = fill - out (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
1,720	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 1,720.00
	S.F.	Cold Plane A.C. Pavement	\$ 2.25	\$ 0.00
	S.Y.	Grinding A.C., in place	\$ 2.00	\$ 0.00
2,000	S.Y.	Remove A.C. Pavement	\$ 1.45	\$ 2,900.00
1,100	L.F.	Remove Curb and Gutter	\$ 15.00	\$ 16,500.00
	L.F.	Remove A.C. Dike	\$ 3.00	\$ 0.00
	EA.	Relocate Mailbox	\$ 250.00	\$ 0.00
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
333	TON	Asphalt Concrete (14,000 S.F.) (144 lbs/cu.ft)	\$ 100.00	\$ 33,300.00
171	C.Y.	Agg Base Class II (14,000 S.F.)	\$ 65.00	\$ 11,115.00
	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (118,103S.F.) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 0.00
	S.F.	AC overlay (min. 0.10") SF)	\$ 0.90	\$ 0.00
570	L.F.	Curb and Gutter (Type A-8)	\$ 25.00	\$ 14,250.00
670	L.F.	Curb and Gutter (Type A-8)	\$ 30.00	\$ 20,100.00
	L.F.	Type "C" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D-1" Curb	\$ 12.00	\$ 0.00
	L.F.	Type "D" Curb	\$ 15.00	\$ 0.00
	L.F.	A.C. Dike (8") (incl. material & labor)	\$ 10.00	\$ 0.00
	L.F.	A.C. Dike (8") (incl. material & labor)	\$ 15.00	\$ 0.00
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 0.00
14,915	S.F.	P.C.C. Sidewalk	\$ 10.00	\$ 149,150.00
1,250	S.F.	P.C.C. Drive Approach	\$ 12.00	\$ 15,000.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00
2	EA.	Handicapped Access Ramp	\$ 3,500.00	\$ 7,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00

CITY OF LAKE ELSINORE
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 50.00	\$ 0.00
1,200	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 12,000.00
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ 0.00
	L.F.	Relocate Fence	\$ 12.00	\$ 0.00
	EA.	Pipe Gate	\$ 1,000.00	\$ 0.00
4	EA.	Remove Power Pole - Underground Electrical	\$ 10,000.00	\$ 40,000.00
6	EA.	Street Lights (including conduit)	\$ 5,500.00	\$ 33,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ 0.00
	C.Y.	Cut Off Wall (Std 2')	\$ 400.00	\$ 0.00
	EA.	A. C. Overside Drain	\$ 800.00	\$ 0.00
	EA.	Under Sidewalk Drain Std 309	\$ 2,000.00	\$ 0.00
	EA.	Flat Outlet Drainage Structure Std 303	\$ 2,000.00	\$ 0.00
	EA.	Curb Outlet Drainage Structure Std 305	\$ 2,000.00	\$ 0.00
	EA.	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 8.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 8.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 0.00
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ 0.00
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 75.00	\$ 0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ 0.00
450	L.F.	6" PVC Pipe	\$ 35.00	\$ 15,750.00
	L.F.	18" R.C. P. Or 21" x 15" RCFA	\$ 113.00	\$ 0.00
	L.F.	24" R.C. P. Or 28" x 20" RCFA	\$ 140.00	\$ 0.00
	L.F.	30" R.C. P. Or 35" x 24" RCFA	\$ 150.00	\$ 0.00
	L.F.	36" R.C. P. Or 42" x 29" RCFA	\$ 155.00	\$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCFA	\$ 160.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 35" RCFA	\$ 165.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCFA	\$ 170.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCFA	\$ 175.00	\$ 0.00
	L.F.	18" C.S.P. HDPE Or Equal	\$ 40.00	\$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	\$ 50.00	\$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	\$ 60.00	\$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	\$ 70.00	\$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	\$ 80.00	\$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	\$ 100.00	\$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	\$ 110.00	\$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	\$ 120.00	\$ 0.00

CITY OF LAKE ELSINORE
 PLANCHECK DEPOSIT CALCULATION SHEET

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

IMPROVEMENT COSTS (Including Contingencies)	
I. Streets/Drainage (Line C from Street Improvement Calculations)	\$ 687090.00
II. Water (Line C from Water Improvement Calculations)	\$ 0.00
III. Sewer (Line C from Sewer Improvement Calculations)	\$ 0.00
PLAN CHECK DEPOSIT CALCULATION	
Case Type % NOTE: 1% for TR & COMM PM, 6% for PM & 6.5% FOR ALL OTHERS -PP, CUP, PU, MS and VL	6.5%
A. Street/Drainage (CASE TYPE % x I FROM ABOVE)	\$ 44660.85
B. Water & Sewer (1% x II & III.) (Do not include for Tract or Commercial Maps)	\$ 0.00
C. Total Plan Check Deposit (A + B)	\$ 44660.85
SURCHARGE FEE CALCULATION	
D. Surcharge Fee (2% x C)	\$ 893.22
E. Total Plan Check Deposit and Surcharge Fee	\$ 45554.07
MINIMUM PLAN CHECK DEPOSIT REQUIREMENTS	
Note: If Plan Check Deposit calculated in "Line E" is less than the minimum as shown below, then following deposit schedule will apply, otherwise pay the full deposit.	
For TR (Schedule A, B, C, D) and PM (Schedule E, F, G) - minimum \$5,000	
For PM (Schedule H, I) - minimum \$2,000.00	
For PP/CU/PU/MS/VL - minimum \$2,000.00	
COMMENTS	