

RECORDING REQUESTED BY:

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attention: City Clerk

[Space above line for Recorder's Use]

CITY OF LAKE ELSINORE

LIEN AGREEMENT

(Final Tract Map No. 36567)

THIS LIEN AGREEMENT (Final Tract Map No. 36567) (the "Agreement"), dated as of _____, 2023, is made by and between the CITY OF LAKE ELSINORE, a municipal corporation ("City") and SOUTH SHORE II, LLC, a California limited liability company ("Owner").

RECITALS

A. Owner has submitted to the City for its approval, Tract No. 36567, a proposed subdivision of an existing 67.69 gross acre site into 147 parcels, located in the City of Lake Elsinore, County of Riverside, State of California (the "Project").

B. In connection with the Project, Owner has applied to the City and recorded pursuant to Government Code Section 66434, Final Tract Map No. 36567 ("Final Map") for real property located within the City, a legal description of which is attached hereto as Exhibit "A" ("Property").

C. Conditions of approval associated with the Final Map require Owner to construct certain improvements that, upon completion, will be accepted by the City as public improvements ("Public Improvements"). A list of the Public Improvements and an estimate of the costs for the Public Improvements approved by the City Engineer is attached as Exhibit "B" and incorporated herein by this reference.

D. Conditions of approval associated with the Final Map also require Owner to set monuments within the Property ("Monuments") such that security is needed to ensure the setting of the Monuments and to guarantee payment to the engineer or surveyor. The estimate of the costs for the Monuments approved by the City Engineer is attached as Exhibit "C" and incorporated herein by this reference.

E. As part of the construction of the Public Improvements, the City has requested security to guarantee the completion of the Public Improvements.

F. Since Owner will not complete the Public Improvements prior to the approval by the City of the Final Map, Lake Elsinore Municipal Code section 16.40.10 requires Owner to enter into an agreement with the City for the completion of the Public Improvements and the provision of improvement security ("Subdivision Improvement Agreement").

G. California Government Code Section 66499 and Lake Elsinore Municipal Code section 16.40.020 authorize the City and Owner to enter into this Lien Agreement in satisfaction of the security obligations contained in the Subdivision Improvement Agreement.

H. Owner has provided a title insurance policy and current title report to the City from a title company approved by the City and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the Property and the Property is not subject to any mortgages, deeds of trust, or judgment liens, other than the grant deed recorded as Instrument No. 2013-0058230 on or about February 1, 2013 in the official records of the County Recorder for the County of Riverside, California.

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

1. Owner Performance and Obligations.

a. Owner hereby grants to the City, in accordance with the terms and conditions of this Lien Agreement, a lien upon the Property as security for the following obligations of Owner (collectively, the "Obligations"):

(1) (a) Construction of the Public Improvements specified in Exhibit "B" attached hereto, in the estimated cost of \$4,102,340.22, provided however, that Owner's obligation hereunder shall extend to the actual cost of the construction of the Public Improvements, notwithstanding that such costs may exceed the Design Engineer's Calculation of Improvement Bonding Costs set forth in Exhibit "B" attached hereto; and (b) setting of Monuments specified in Exhibit "C" attached hereto, in the estimated cost of \$153,000, provided however, that Owner's obligation hereunder shall extend to the actual cost of setting the Monuments, notwithstanding that such costs may exceed the Monument Bond Computation set forth in Exhibit "C" attached hereto. The sum of the estimated cost of the Public Improvements (\$4,102,340.22) and the estimated cost of setting the Monuments (\$153,000) constitutes the Security Amount (that is, \$4,252,340.22).

(2) Payment of the balance of the fees or provision of the Public Improvements or services described in the California Subdivision Map Act and the City of Lake Elsinore Municipal Code (collectively, "Subdivision Code"), in the amount required in accordance with the Subdivision Code (collectively, "Fees"), as determined appropriate by the City Engineer; and

(3) Penalty Fees in the amount of 1.5% per year, prorated, of the total Security Amount, from and after the expiration of the two-year deadline for completion of the Public Improvements and the actual completion and acceptance of the Public Improvements ("Penalty Fees"). By way of example, if all of the Public Improvements are not completed and accepted until four years and four months following approval of the Final Tract Map 36567, then a penalty equal to 3.5% (1.5% x 2.33 years late in completing the Public Improvements) will be owed to the City and secured by the lien on the Property.

This Lien secures the Obligations and the remedies provided herein for breach of the Obligations.

b. For so long as title to the Property remains subject to this Lien Agreement, Owner shall not perform the following without approval from the City, which shall not be unreasonably withheld, conditioned or delayed: (1) commence work other than grading on any portion of the Public Improvements except as necessary to correct or prevent threats to the public health, safety, or general welfare with the consent of the City; or (2) sell or permit the sale of any lot shown on the Final Map. Notwithstanding the above, fee title to the entire Property encumbered by this Lien Agreement may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, provides such bonds or alternative security as may be required and authorized by the City and executes a new Subdivision Improvement Agreement with the City. For the avoidance of doubt, the City anticipates and expects that any subsequent owner of the Property will execute appropriate bonds to secure performance of the Public Improvement and other Obligations; the City does not anticipate entering into an additional lien agreement and Owner understands and acknowledges that the determination whether or not to enter into a lien agreement is within the sole discretion of the City.

c. Prior to commencing the installation and/or construction of any portion of the Public Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspection, tests, and other related purposes, and shall substitute other forms of security satisfactory to the City in place of this Lien Agreement. Grading of the Property shall not be considered construction of the Public Improvements for the purposes of this Lien Agreement and Owner is not required to substitute other forms of security in place of this Lien Agreement prior to commencing grading.

d. Owner shall provide all substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Public Improvements, plus any other accrued Obligations, at the time of substitution, as ascertained by the City.

e. Owner shall substitute acceptable security for this Lien Agreement and commence and complete construction of the Public Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of the Final Map. At its sole discretion, the City may grant up to three extensions of time for one (1) year each. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the City, and issued within 60 days prior to the request for an extension of time, that documents that Owner is the record owner of the real property to be divided as identified on the Final Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens. If owner fails to complete and secure City acceptance of all Public Improvements within the two (2) year period specified in this paragraph, or any City-approved extension thereof, it shall be subject to the Penalty Fees.

f. Owner shall pay the Fees related to the work required by the Subdivision Improvement Agreement for which the Fees are required, and the Penalty Fees, prior to issuance of any building permit or, if permitted by the City, prior to occupancy.

g. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the City in successfully enforcing Owner's obligations shall be paid by Owner, including attorneys' fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

h. Owner agrees to indemnify, and hold harmless, the City, its officers, employees, and agents from any liability whatsoever based or asserted upon: (i) any act or omission of Owner, its employees, and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement; or (ii) the approval of this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend at its own expense, including attorneys' fees, the City, its officers, employees, and agents in any legal action based upon such alleged acts or omissions.

2. City's Performance and Obligations

a. Following (1) the City's approval of the substitute forms of security submitted by Owner; (2) deposit by Owner of fees for inspections, tests, and other specific purposes; and (3) Owner's payment or other performance of the Obligations encompassed by the Subdivision Improvement Agreement, performance of which are secured by this Lien Agreement, including without limitation payment of the Fees and the Penalty Fees, the City shall release the Property, from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

b. In no instances shall this Lien Agreement compel the City to construct the required Public Improvements.

3. Owner's Representations and Warranties

Owner represents and warrants that no lots within the Property have been sold, no construction permits (including but not limited to grading permits and building permits) have been issued and are active for all or part of the Property, and no construction of any of the Public Improvements has commenced./

4. Effect of Lien Agreement

a. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreement and any associated Fees and Penalty Fees. Under no circumstances shall the City agree to subordinate the lien.

b. Owner shall have the right to convey or sell fee title to the entire property, or a portion thereof, encumbered by this Lien Agreement, so long as the purchaser has provided alternative security acceptable to the City and agrees in writing to accept and be bound by the terms and provisions the applicable Subdivision Improvement Agreement, and to pay the Fees and the Penalty Fees (if not otherwise paid and satisfied by Owner). Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Public Improvements by the same date as is specified herein.

c. This Lien Agreement shall expire upon release of the Property by the City and full payment of the Fees and Penalty Fees, except that Owner's obligation to commence the Public Improvements within two (2) years from the date of recordation of this Lien Agreement (or such date as may have been extended, as described in Section 1(e) above), shall not expire but shall remain in full force and effect until satisfactory completion of the Public Improvements in full compliance with the Subdivision Improvement Agreement.

d. Notwithstanding any provisions of the Subdivision Code to the contrary, so long as this Lien Agreement is utilized for security as described herein, the City is not obligated to accept offers of dedication for street or drainage purposes on the property.

5. Events of Default

Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder

a. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within sixty (60) days.

b. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within sixty (60) days.

c. Sale of any lot shown on the Final Map prior to release of the lien created by this Lien Agreement, except as provided in Section 4(b) above.

d. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property without first completing the Public Improvements to the written satisfaction of the City.

e. Breach by Owner of any other term or condition of this Lien Agreement or the Subdivision Improvement Agreement or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified in Section 6 below.

All References to Owner in this section shall be deemed to include Owner's successors, assignees, and transferees.

6. City's Remedies

Upon the occurrence of any of the events described in Section 5, above, the City may declare a breach of this Lien Agreement if Owner does not cure such violation within 90 days after Owner's receipt of written notice from the City (or, if not curable within 90 days, within such period of time as is reasonably necessary, but in no event more than 180 days, provided Owner diligently commences and pursues such cure and indemnifies the City for all related costs, of whatever kind) and the City may exercise any one or more of the following remedies:

a. Pursue any or all of the remedies provided in the Subdivision Improvement Agreement;

b. Enforce this lien by appropriate action in court or as provided by law and in the event of enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

c. Estimate the cost of the work required to complete the Public Improvements, and all fees associated therewith, and foreclose said lien in said amount;

d. Initiate proceedings for reversion of the Property within the land division to acreage, at the expense of the Owner, in accordance with the provisions of the Subdivision Map Act; and/or

e. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as cost in said proceedings.

7. General Provisions

a. Recordation. This Lien Agreement shall be recorded by the City with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledge subordination of their interest of this Lien Agreement.

b. Contingency. This Lien Agreement shall not take effect until it has been approved by the City Council of the City of Lake Elsinore.

c. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written are superseded.

d. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

e. Governing Law. This Lien Agreement shall be governed, interpreted, construed, and enforced in accordance with laws of the State of California.

f. Headings. The captions and section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit, or effect construction or interpretation of any term or provision hereof.

g. Modification, Waiver. No modification, waiver, amendment, or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

h. No Other Inducement. The making, execution, and delivery of this Lien Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressed herein.

i. Severability. If any term, provision, covenant, or condition of this Lien Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be effected thereby, and each term, provision, covenant, or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

[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

“OWNER”

SOUTH SHORE II, LLC, a California limited liability company

City Manager

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

Attachments:

EXHIBIT A – PROPERTY LEGAL DESCRIPTION

EXHIBIT B – PUBLIC IMPROVEMENTS AND ESTIMATED COSTS

EXHIBIT C – MONUMENTS AND ESTIMATED COSTS

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"

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAKE ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: APN 363-020-012

PARCEL 1 AND LETTER LOT A OF PARCEL MAP 13708, AS SHOWN BY MAP ON FILE IN BOOK 116, PAGE 100 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

PARCEL B: APN 363-020-013

PARCEL 2 AND LETTER LOT C OF PARCEL MAP 13708, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED IN BOOK 116, PAGE 100 OF PARCEL MAPS, RECORDS OF SAID COUNTY.

PARCEL C: APN 363-020-014

PARCEL 3 AND LETTER LOT B OF PARCEL MAP 13708, AS PER PARCEL MAP RECORDED IN BOOK 116, PAGE 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL D: APN 363-020-015

PARCEL 4 TOGETHER WITH LOT D, INCLUSIVE, OF PARCEL MAP NO. 13708 ON FILE IN BOOK 116 PAGE 100 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL E: APN 363-020-018

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 4, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED AUGUST 25, 1880;

EXCEPTING THEREFROM, THE WEST 40 ACRES OF SAID NORTHWEST 1/4 THEREOF;

ALSO EXCEPTING THEREFROM THE EAST 10 ACRES OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 THEREOF;

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4, DISTANT EASTERLY THEREON 487.02 FEET FROM THE NORTHWESTERLY CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 4; THENCE NORTH 1° 05' 25" WEST, 489.31 FEET; THENCE NORTH 89° 34' 40" WEST AND PARALLEL WITH SAID NORTHERLY LINE, 360.00 FEET; THENCE SOUTH 1° 05' 25" EAST, 489.31 FEET TO SAID NORTHERLY LINE; THENCE SOUTH 89° 34' 40" EAST, ALONG SAID

NORTHERLY LINE 360.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION AS SHOWN IN DEED RECORDED DECEMBER 29, 2006 AS INSTRUMENT NO. 2006-951696 OF OFFICIAL RECORDS.

PARCEL F: APN 363-020-002

THE SOUTH 1/2 OF THAT PORTION OF LOT 4 IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WESTERLY 40 ACRES OF SAID NORTHWEST 1/4 SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO STELMA CORPORATION, A CORPORATION, RECORDED APRIL 11, 1962 AS INSTRUMENT NO. 33083 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAND DEEDED TO STELMA CORPORATION TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF LOT 4 TO THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 4 TO THE NORTHERLY LINE OF SAID SECTION 4; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION TO THE POINT OF BEGINNING. THE SOUTH 1/2 BEING MEASURED ALONG THE EASTERLY LINE OF THE ABOVE DESCRIBED PARCEL.

PARCEL G: APN 363-020-003

THE NORTH 1/2 OF THAT PORTION OF LOT 4 IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WESTERLY 40 ACRES OF SAID NORTHWEST 1/4 SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO STELMA CORPORATION, A CORPORATION, RECORDED APRIL 11, 1962 AS INSTRUMENT NO. 33083 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAND DEEDED TO STELMA CORPORATION TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF LOT 4 TO THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 4 TO THE NORTHERLY LINE OF SAID SECTION 4; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION TO THE POINT OF BEGINNING. SAID NORTH 1/2 BEING MEASURED ALONG THE EASTERLY LINE OF THE ABOVE DESCRIBED PARCEL.

APN: 363-020-002-6, 363-020-003-7, 363-020-012-5, 363-020-013-6, 363-020-014-7, 363-020015-8 and 363-020-018-1

EXHIBIT "B"

PUBLIC IMPROVEMENTS AND ESTIMATED COSTS

[To be inserted]


**CITY OF LAKE ELSINORE
CONSTRUCTION COST WORKSHEET**

PARCEL MAP OR TRACT MAP NO. 36567 DATE: 3/27/2023
PP, CU, PU, MS OR VL NO. _____ IP: _____

IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	\$ 4,102,340.22	\$ 4,102,500.00	\$ 2,051,250.00
Flood Control	\$ 0.00	\$ 0.00	\$ 0.00
Water EVMWD	\$ 0.00	\$ 0.00	\$ 0.00
	District Name		
Sewer EVMWD	\$ 0.00	\$ 0.00	\$ 0.00
	District Name		
Total	<u>4,102,340.22</u>	<u>\$ 4,102,500.00</u>	<u>\$ 2,051,250.00</u>
Warranty Retention (10%)		<u>\$ 410,250.00</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 County's unit costs, are accurate for determining bonding costs. Street and Storm Drain Quantities are based on Engineered Plans. Sewer and Water quantities are based on engineered CAD drawings. Above amounts do not include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).



Signature

Xavier Pfister

Name Typed or printed

3/27/2023

Date

71579 12/31/2023

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 Cut (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	\$ 0.00
		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.)		
140	L.F.	Sawcut Exist. A.C. Pavement	\$ 1.00	\$ 140.00
280	S.F.	Cold Plane A.C. Pavement	\$ 2.25	\$ 630.00
	S.Y.	Grinding A.C. , in place	\$ 2.00	\$ 0.00
	S.Y.	Remove A.C. Pavement	\$ 1.45	\$ 0.00
	L.F.	Remove Curb and Gutter	\$ 18.00	\$ 0.00
	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
5,652	TON	4" Asphalt Concrete (237,885 S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 508,693.28
4,405	C.Y.	6" Agg Base Class II (237,885 S.F.)	\$ 50.00	\$ 220,263.89
4,178	TON	4" Asphalt Concrete - OFFSITE (175,840 S.F.) (144 lbs/cu.ft)	\$ 90.00	\$ 376,020.00
3,257	C.Y.	6" Agg Base Class II - OFFSITE (175,840 S.F.)	\$ 50.00	\$ 162,850.00
	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) apply at 0.05+0.03 = 0.08 gal/SY	\$ 600.00	\$ 0.00
	S.F.	AC overlay (min. 0.10') (23448 SF)	\$ 0.90	\$ 0.00
12,675	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 190,125.00
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ 0.00
	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 (6")(incl. material & labor)	\$ 10.00	\$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	\$ 15.00	\$ 0.00
2,470	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 24,700.00
74,360	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 446,160.00
	S.F.	D.G. Trail	\$ 4.00	\$ 0.00
23,920	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ 191,360.00
	S.F.	P.C.C. Dip Section Std. 307	\$ 6.00	\$ 0.00

**CITY OF LAKE ELSINORE
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
10	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 20,000.00
	C.Y.	Structural Reinforcement Concrete	\$ 400.00	\$ 0.00
	L.F.	Barricades	\$ 100.00	\$ 0.00
	L.F.	Metal Beam Guard Railing	\$ 50.00	\$ 0.00
6,338	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	\$ 10.00	\$ 63,375.00
	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
	EA.	Relocate Power Pole	\$ 10,000.00	\$ 0.00
37	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 185,000.00
	EA.	Concrete Bulkhead	\$ 2,500.00	\$ 0.00
20	EA.	Slope Anchors for Pipes	\$ 500.00	\$ 10,000.00
2	EA.	Concrete Collar	\$ 500.00	\$ 1,000.00
	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
5	EA	Curb Outlet Drainage Structure Std 308	\$ 2,000.00	\$ 10,000.00
	EA	Private Drainage Structure Std 310	\$ 500.00	\$ 0.00
	S.F.	Terrace Drain & Down Drain	\$ 6.50	\$ 0.00
	S.F.	Interceptor Drain	\$ 6.50	\$ 0.00
	C.Y.	R.C. Box Culvert	\$ 400.00	\$ 0.00
	C.Y.	Concrete Channel	\$ 200.00	\$ 0.00
42	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ 1,680.00
	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
156	L.F.	12" PVC	\$ 40.00	\$ 6,240.00
350	L.F.	18" R.C. P. Or 21" x 15" RCPA	\$ 113.00	\$ 39,550.00
137	L.F.	24" R.C. P. Or 28" x 20" RCPA	\$ 140.00	\$ 19,180.00
2225	L.F.	30" R.C. P. Or 35" x 24" RCPA	\$ 150.00	\$ 333,750.00
1045	L.F.	36" R.C. P. Or 42" x 29" RCPA	\$ 155.00	\$ 161,975.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	\$ 160.00	\$ 0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	\$ 165.00	\$ 0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	\$ 170.00	\$ 0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	\$ 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

**CITY OF LAKE ELSINORE
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	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
	EA.	Catch Basin W=4'	\$ 2,200.00	\$ 0.00
	EA.	Catch Basin W=7'	\$ 4,000.00	\$ 0.00
6	EA.	Catch Basin W=14'	\$ 7,800.00	\$ 46,800.00
3	EA.	Catch Basin W=21'	\$ 12,000.00	\$ 36,000.00
6	EA.	Catch Basin W=28'	\$ 15,000.00	\$ 90,000.00
	EA.	Type IX Inlet	\$ 2,500.00	\$ 0.00
	EA.	Type X Inlet	\$ 2,500.00	\$ 0.00
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ 0.00
3	EA.	Junction Structure No. 2	\$ 3,000.00	\$ 9,000.00
	EA.	Junction Structure No. 7	\$ 3,700.00	\$ 0.00
	EA.	Transition Structure No. 1	\$ 12,500.00	\$ 0.00
	EA.	Transition Structure No. 2	\$ 12,500.00	\$ 0.00
1	EA.	Transition Structure No. 3	\$ 2,700.00	\$ 2,700.00
9	EA.	Manhole No. 1	\$ 2,700.00	\$ 24,300.00
2	EA.	Manhole No. 2	\$ 3,300.00	\$ 6,600.00
	EA.	Manhole No. 3	\$ 2,700.00	\$ 0.00
1	EA.	Manhole No. 4	\$ 5,000.00	\$ 5,000.00
	EA.	Adjust Water Valve to Grade (if no water plan)	\$ 250.00	\$ 0.00
	EA.	Adjust MH to Grade (if no sewer plan)	\$ 600.00	\$ 0.00
8	EA.	Street Name Sign	\$ 400.00	\$ 3,200.00
2	EA.	Wingwall/Headwall	\$ 7,500.00	\$ 15,000.00
1	EA.	Outlet Structure	\$ 15,000.00	\$ 15,000.00
1	LS	Basin Improvements (pipes/access/forbay/sand)	\$ 25,000.00	\$ 25,000.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
		SIGNING, STRIPING AND SIGNALS		
1	LS	Signing and Striping	\$ 10,000.00	\$ 10,000.00
	S.F	Remove Traffic Stripes and Paint Markings	\$ 2.50	\$ 0.00
	EA.	Remove, Sign, Salvage	\$ 100.00	\$ 0.00
	EA.	Relocate Roadside Sign	\$ 150.00	\$ 0.00
	EA.	Street Name Sign	\$ 400.00	\$ 0.00
	EA.	Install Sign (Strap and Saddle Bracket Method)	\$ 150.00	\$ 0.00
	EA.	Install Sign Mast Arm Hanger Method)	\$ 150.00	\$ 0.00
	EA.	Road Sign - One Post	\$ 250.00	\$ 0.00
	EA.	Road Sign - Two Post	\$ 400.00	\$ 0.00
	EA.	Object Marker - Modified Type "F" Delineator	\$ 60.00	\$ 0.00
	EA.	Delineator (Class 1 Type F)	\$ 40.00	\$ 0.00
	EA.	Delineator (Class 2)	\$ 45.00	\$ 0.00
	EA.	Pavement Marker, Reflective	\$ 3.75	\$ 0.00
	L.F.	Paint Traffic Stripe (2 Coats)	\$ 0.38	\$ 0.00
	L.F.	Remove Barricade	\$ 10.00	\$ 0.00
	L.F.	4" Thermoplastic Traffic Stripe	\$ 0.50	\$ 0.00
	L.F.	8" Thermoplastic Traffic Stripe	\$ 1.40	\$ 0.00

**CITY OF LAKE ELSINORE
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	\$ 2.25	\$ 0.00
	S.F.	Thermoplastic Cross Walk and Pavement Marking	\$ 4.00	\$ 0.00
	EA	Signal and Lighting	150,000.00	\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
		LANDSCAPING		\$
	S. F.	Maintenance Walk STD 113	\$ 6.00	\$ 0.00
	S. F.	Colored Stamped Concrete	\$ 15.00	\$ 0.00
147	EA	Street Trees (15 Gallon)	\$ 140.00	\$ 20,580.00
	S. F.	Landscape and Irrigation	\$ 5.00	\$ 0.00
	C.Y.	Landscape Fill Material	\$ 27.00	\$ 0.00
	EA	Water Meter	\$ 10,000.00	\$ 0.00
	EA	Electric Meter	\$ 10,000.00	\$ 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		\$ 3,281,872.17
	B.	Administrative Contingency (25% x A)		\$ 820,468.04
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	Streets/Drainage Total (A + B)		\$ 4,102,340.22
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		\$ 820468.04
	E.	Streets/Drainage Total (C + D)		\$ 4922808.26

EXHIBIT "C"

MONUMENTS AND ESTIMATED COSTS

[To be inserted]



8.5 MONUMENT BOND COMPUTATION

Map # TR36567 Schedule A Map Checker ERSC

Schedule "A" through "H" Maps			
Drive Time Hours to Map	Net Work Time Hours per Day	Cost per Day 10-hour Day	Cost per Monument
0.5	9	\$2,500.00*	\$300
1.0	8		\$342
1.5	7		\$400
2.0	6		\$478
Out-of-Town Monumentation Surveys			
	8	\$**	\$415

Schedule "I" Maps			
Drive Time Hours to Map	Net Work Time Hours per Day	Cost per Day 10-hour Day	Cost per Unit Monument
0.5	9	\$2,500.00*	\$600
1.0	8		\$685
1.5	7		\$800
2.0	6		\$960
Out-of-Town Monumentation Surveys			
	8	\$**	\$830

Notes: * Based on a crew of one Registered Principal Engineering Technician and one Senior Engineering Technician.
** 10-hour workday, meals, and lodging for a 2-person crew per day in a 4-day, 40-hour work week.

•—————•

<i>Total Monuments to be Bonded</i>	x	<i>Cost per Monument</i>	x	<i>120%</i>	=	<i>Total Bond Amount</i>
<u>425</u>		<u>300</u>				<u>\$153,000</u>

Monument Inspection Fee: \$ _____ (deposit based)

Date Monument Bond Computation submitted to Transportation Plan Check Review: _____