

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

726B



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**

**SUBJECT:** Tract 31485 (and Miscellaneous Cases 4060 and 4141)  
A Schedule "A" Subdivision in the Temescal Canyon Area  
**Extension of Time Agreements/Substitution of Securities-Lien Agreement**

July 29, 2010

**RECOMMENDED MOTION:**

- 1) That the Board approve the attached Extension of Time Agreements (which grant an extension of time of 48 months to complete improvements); and,
- 2) Authorize the Chairman to execute and record the attached Lien Agreement.

**BACKGROUND:** On October 30, 2007, the Board entered into agreements with KB Homes for the improvement of streets and the installation of a water and sewer system within Tract 31485. Accompanying these agreements were faithful performance securities posted by Bond Safeguard Insurance Company as follows:

- \$3,770,500 - Bond #5028031 for the completion of street improvements
- \$366,500 - Bond #5028031 for the completion of the water system
- \$202,500 - Bond #5028031 for the completion of the sewer system
- \$57,300 - Bond #5028029 for the completion of the monumentation **(Continued)**

Juan C. Pérez  
Director of Transportation

HS:lf  
Submittals: Vicinity Map  
Road/Drainage Imprmnt Agrs (TR 31485)  
Water System Imprmnt Agrs (TR 31485)  
Sewer System Imprmnt Agrs (TR 31485)  
Monumentation Agrees (TR 31485)  
Road/Drainage Imprmnt Agrs (MS 4060)  
Water System Imprmnt Agrs (MS 4060)  
Sewer System Imprmnt Agrs (MS 4060)  
Road/Drainage Imprmnt Agrs (MS 4141)  
Water System Imprmnt Agrs (MS 4141)  
Sewer System Imprmnt Agrs (MS 4141)  
Lien Agreement

REVIEWED BY EXECUTIVE OFFICE  
 DATE 07/29/10 TMG  
 Departmental Concurrence Tina Grande  
 FORM APPROVED COUNTY COUNSEL  
 BY: ELENAM. BOEVA  
 DATE 7/13/10

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: August 10, 2010  
 xc: Transp., COB, Recorder

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Prev. Agn. Ref. 10/30/07 - 2.22;  
 06/19/07 - 2.26;  
 10/20/09 - 2.9 | District: 1 | Agenda Number:

2.20

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

On June 19, 2007, the Board entered into agreements with KB Home Greater Los Angeles Inc. for the improvement of streets and the installation of a water and sewer system within Miscellaneous Case 4060. Accompanying these agreements were faithful performance securities posted by Fidelity and Deposit Company of Maryland as follows:

- \$1,844,400 - Bond #08845068 for the completion of street improvements
- \$443,500 - Bond #08845068 for the completion of the water system
- \$236,500 - Bond #08845068 for the completion of the sewer system

On October 20, 2009, the Board entered into agreements with KB Home for the improvement of streets and the installation of a water and sewer system within Miscellaneous Case 4141. Accompanying these agreements were faithful performance securities posted by Bond Safeguard Insurance Company as follows:

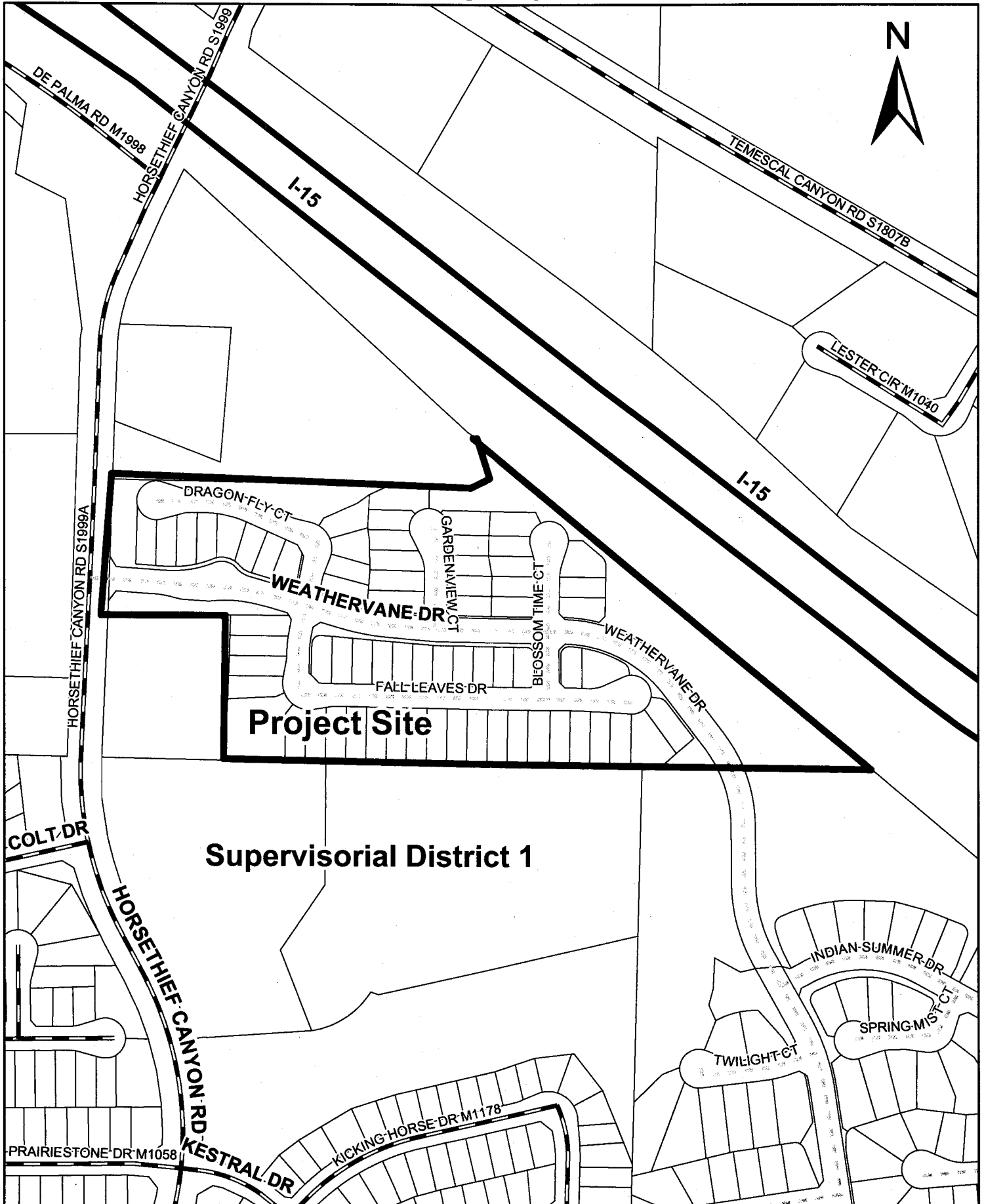
- \$33,500 - Bond #5028009 for the completion of street improvements
- \$88,500 - Bond #5028009 for the completion of the water system
- \$144,500 - Bond #5028009 for the completion of the sewer system

No work has yet taken place on these subdivisions and KB Homes is requesting extensions of time for their completion. KB Homes has submitted lien agreements as substitution for existing securities in accordance with Section 17.3 of Ordinance 460.150. The agreements for the extension of time and the lien agreement have been approved by County Counsel.

# Tract 31485, MS 4060, MS 4141

## Vicinity Map

0 150 300 600 Feet  
1 inch = 300 feet



**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31485**, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **48** months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, his surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Fifty-seven thousand three hundred and no/100 Dollars (\$57,300.00)**.

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

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

performance of this agreement.

FOURTH: The Contractor hereby grants to County, the Surety upon any bond or other security, and to the agents, employees and contractors of either of them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow him to carry out this agreement.

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

SIXTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and a good and sufficient security for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California.

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

EIGHTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds or other security.

Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

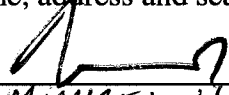
NINTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

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

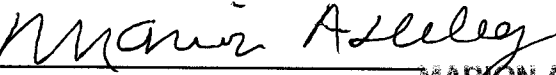
County  
Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

Contractor  
**KB Home Coastal Inc.**  
**36310 Inland Valley Drive**  
**Wildomar, CA 92595**

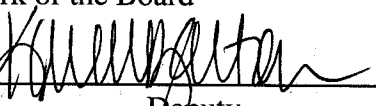
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By   
MICHAEL H. FREEMAN  
Title VP Land + Planning


By \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF RIVERSIDE  
By   
MARION ASHLEY  
**CHAIRMAN, BOARD OF SUPERVISORS**

ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board  
By   
Deputy

APPROVED AS TO FORM

County Counsel  
By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPPLICATE

Revised 02/02/10

WILSON  
1000  
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## ACKNOWLEDGMENT

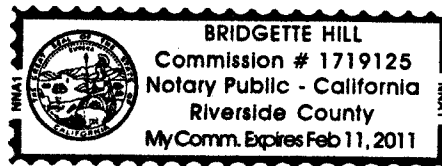
State of California  
County of Riverside )

On April 28, 2010 before me, Bridgette Hill, Notary Public  
(insert name and title of the officer)

personally appeared Michael H. Freeman  
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/his/their authorized capacity ~~(ies)~~, and that by his/his/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 Bridgette Hill (Seal)



**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31485**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Elsinore Valley Municipal Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Two hundred two thousand five hundred and no/100 Dollars (\$202,500.00)**.

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

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

**FOURTH:** The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security prescribed by in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

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

terms of this agreement, including any extensions of time as may be granted therein.

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

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


County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

**KB Home Coastal Inc.**  
36310 Inland Valley Drive  
Wildomar, CA 92595

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

By   
MICHAEL H. FREEMAN  
Title VP Land + Planning

By \_\_\_\_\_

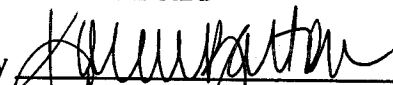
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By   
CHAIRMAN, BOARD OF SUPERVISORS MARION ASHLEY

ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE

Revised 02/02/10

**KB Home Coastal Inc**

38310 Inland Valley Drive

Wildomar, CA 92595

**ACKNOWLEDGMENT**

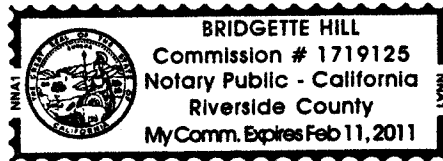
State of California  
County of Riverside )

On April 28, 2010 before me, Bridgette Hill, Notary Public  
(insert name and title of the officer)

personally appeared Michael H. Freeman  
who proved to me on the basis of satisfactory evidence to be the person ~~or~~ whose name ~~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 Bridgette Hill (Seal)

**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 31485**, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Elsinore Valley Municipal Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Three hundred sixty-six thousand five hundred and no/100 Dollars (\$366,500.00)**.

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

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

**FOURTH:** The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements.

This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazards by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security securing this agreement, that, in the event it is deemed necessary to extend the time of

completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

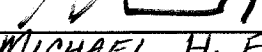
County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

**Marina Coastal Inc.**  
36310 Inland Valley Drive  
Wildomar, CA 92595

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

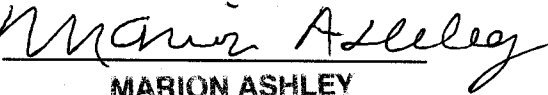
By   
MICHAEL H. FREEMAN

Title VP Land & Planning

By \_\_\_\_\_

Title \_\_\_\_\_


COUNTY OF RIVERSIDE

By   
MARION ASHLEY

**CHAIRMAN, BOARD OF SUPERVISORS**

ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE

Revised 02/02/10



Home Depot

3870 Inland Blvd

Westport, CA 94097

## ACKNOWLEDGMENT

State of California  
County of Riverside )

On April 28, 2010 before me, Bridgette Hill, Notary Public  
(insert name and title of the officer)

personally appeared Michael H. Freeman  
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 Bridgette Hill (Seal)

**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 31485, hereby agrees, at Contractor's own cost and expense, to commence construction within 36 months and to furnish all labor, equipment and materials necessary to perform and complete construction within 48 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Three million seven hundred seventy thousand five hundred and no/100 Dollars (\$3,770,500.00).

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

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

**FOURTH:** The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

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

terms of this agreement, including any extensions of time as may be granted therein.

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

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


County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

**KB Home Coastal Inc**  
36310 Inland Valley Drive  
Wildomar, CA 92595

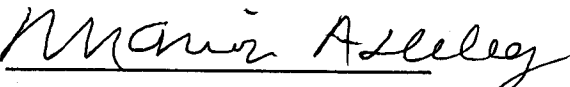
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By   
MICHAEL H. FREEMAN  
Title VP Land + Planning

By \_\_\_\_\_

Title \_\_\_\_\_

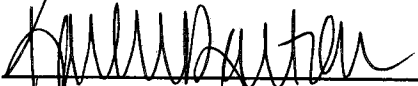
COUNTY OF RIVERSIDE

By 

CHAIRMAN, BOARD OF SUPERVISORS MARION ASHLEY


ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE

Revised 02/02/10

KB Home Coastal In  
10311 Wilshire Blvd  
Wilshire, CA 90048

## ACKNOWLEDGMENT

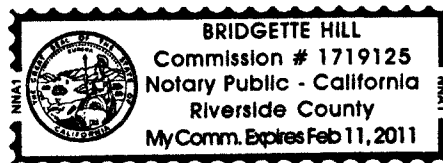
State of California  
County of Riverside )

On April 28, 2010 before me, Bridgette Hill, Notary Public  
(insert name and title of the officer)

personally appeared Michael H. Freeman  
who proved to me on the basis of satisfactory evidence to be the person ~~or~~ whose name ~~s~~ is ~~are~~  
subscribed to the within instrument and acknowledged to me that he ~~she~~ she executed the same in  
~~his~~ ~~her~~ ~~their~~ authorized capacity ~~(i.e.,~~ 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 Bridgette Hill (Seal)

**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Miscellaneous Case 4141, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Elsinore Valley Municipal Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **One hundred forty-four thousand five hundred and no/100 Dollars (\$144,500.00)**.

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

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

**FOURTH:** The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.



1 Home Depot  
2500 Inland Valley Drive  
Milpitas, CA 95035

**ACKNOWLEDGMENT**

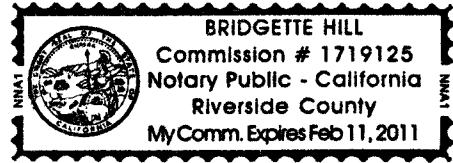
State of California  
County of Riverside )

On April 28, 2010 before me, Bridgette Hill, Notary Public  
(insert name and title of the officer)

personally appeared Michael H. Freeman,  
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 Bridgette Hill (Seal)

**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Miscellaneous Case 4141, hereby agrees, at Contractor's own cost and expense, to commence construction within 36 months and cause to have constructed within 48 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Elsinore Valley Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Eighty-eight thousand five hundred and no/100 Dollars (\$88,500.00).

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

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

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements.

**KB Home Coastal Inc.**

38210 Island View

San Diego, CA 92121

**ACKNOWLEDGMENT**

State of California  
County of Riverside )

On April 28, 2010 before me, Bridgette Hill, Notary Public  
(insert name and title of the officer)

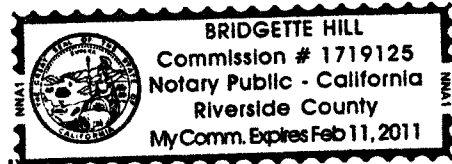
personally appeared Michael H. Freeman,  
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ ~~is~~~~s~~ are  
subscribed to the within instrument and acknowledged to me that ~~he~~~~she~~~~they~~ executed the same in  
~~his~~~~her~~~~their~~ authorized capacity~~(ies)~~, 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 Bridgette Hill

(Seal)



**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Miscellaneous Case 4141, hereby agrees, at Contractor's own cost and expense, to commence construction within 36 months and to furnish all labor, equipment and materials necessary to perform and complete construction within 48 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Thirty-three thousand five hundred and no/100 Dollars (\$33,500.00).

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

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

**FOURTH:** The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents or employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

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

terms of this agreement, including any extensions of time as may be granted therein.

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

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


County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

**KB Home Coastal Inc.**  
36310 Inland Valley Drive  
Wildomar, CA 92595

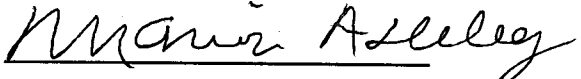
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By   
MICHAEL H. FREEMAN  
Title VP Land + Planning

By \_\_\_\_\_

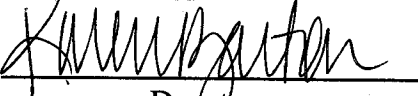
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By 

CHAIRMAN, BOARD OF SUPERVISORS **MARION ASHLEY**

ATTEST:  
KECIA HARPER-IHEM,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE

Revised 02/02/10



KB Home Coastal Inc.

36310 Inland Blvd

Whittier, CA 90601

**ACKNOWLEDGMENT**

State of California  
County of Riverside )

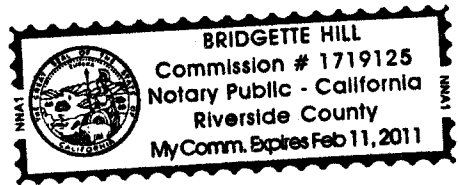
On April 28, 2010 before me, Bridgette Hill, Notary Public  
(insert name and title of the officer)

personally appeared Michael H. Freeman  
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 Bridgette Hill (Seal)



**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Miscellaneous Case 4060, hereby agrees, at Contractor's own cost and expense, to commence construction within **36** months and cause to have constructed within **48** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by Elsinore Valley Municipal Water District to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of Two hundred thirty-six thousand five hundred and no/100 Dollars (\$236,500.00).

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

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

**FOURTH:** The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security prescribed by in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

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

terms of this agreement, including any extensions of time as may be granted therein.

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

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

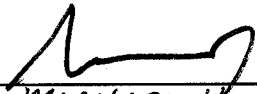
County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

**KB Home Coastal Inc.**  
36310 Inland Valley Drive  
Wildomar, CA 92595

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

By   
MICHAEL H. FREEMAN  
Title VR Land + Planning

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By   
CHAIRMAN, BOARD OF SUPERVISORS MARION ASHLEY


ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE

Revised 02/02/10

KB Home Central Inc.  
36310 Inland Valley Drive  
Wilmore, CA 95886

**ACKNOWLEDGMENT**

State of California  
County of           Riverside          )

On April 28, 2010 before me, Bridgette Hill, Notary Public  
(insert name and title of the officer)

personally appeared Michael H. Freeman  
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.

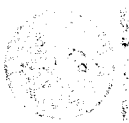
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Bridgette Hill (Seal)

THE UNIVERSITY OF CHICAGO  
LIBRARY  
540 EAST 57TH STREET  
CHICAGO, ILL. 60637  
TEL: 773-936-3000





**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

**WITNESSETH:**

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Miscellaneous Case 4060, hereby agrees, at Contractor's own cost and expense, to commence construction within 36 months and cause to have constructed within 48 months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by Elsinore Valley Municipal Water District to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Four hundred forty-three thousand five hundred and no/100 Dollars (\$443,500.00).

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

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

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements.

This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds or other security securing this agreement, that, in the event it is deemed necessary to extend the time of

Completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds or other security. Contractor further agrees to maintain the aforesaid bonds or other security in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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

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

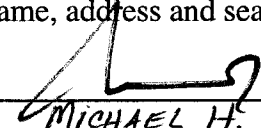
County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

**KB Home Coastal Inc.**  
**36310 Inland Valley Drive**  
**Wildomar, CA 92595**

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

By   
MICHAEL H. FREEMAN  
Title VP Land + Planning

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By   
CHAIRMAN, BOARD OF SUPERVISORS **MARION ASHLEY**

ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE

Revised 02/02/10

KB Home Coastal Inc.  
10875 Island Valley Drive  
Yorba Linda, CA 92694

**ACKNOWLEDGMENT**

State of California  
County of           Riverside          )

On   April 28, 2010   before me,   Bridgette Hill, Notary Public    
(insert name and title of the officer)

personally appeared   Michael H. Freeman  ,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ <sup>are</sup>  
subscribed to the within instrument and acknowledged to me that he ~~she~~ <sup>they</sup> executed the same in  
~~his~~ <sup>his or her</sup> authorized capacity ~~(ies)~~, and that by ~~his~~ <sup>his or her</sup> signature ~~(s)~~  
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   Bridgette Hill   (Seal)

Commissioner of Public Health  
State of New York  
Albany, N. Y.



**\*EXTENSION OF TIME\***

**AGREEMENT  
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and KB Home Coastal Inc., hereinafter called Contractor.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Miscellaneous Case 4060, hereby agrees, at Contractor's own cost and expense, to commence construction within 36 months and to furnish all labor, equipment and materials necessary to perform and complete construction within 48 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One million eight hundred forty-four thousand four hundred and no/100 Dollars (\$1,844,400.00).

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

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

**FOURTH:** The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, his agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this agreement and notice of such default shall be served upon him. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and, in all cases other than where a lien agreement is used, a good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or other security with good and sufficient sureties or increase the amount of said bond(s) or other security, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: Whenever a lien agreement is used as security under the provisions of Government Code Section 66499 (a) (4) and Riverside County Ordinance 460 § 17.3, Contractor agrees, prior to commencing the work, to substitute the lien agreement with a good and sufficient improvement bond or other security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

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



terms of this agreement, including any extensions of time as may be granted therein.

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

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


County

Contractor

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

**KB Home Central Inc.**  
36310 Inland Valley Drive  
Wildomar, CA 92595

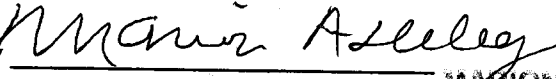
IN WITNESS WHEREOF, Contractor has affixed his name, address and seal.

By   
MICHAEL H. FREEMAN  
Title VP Land + Planning

By \_\_\_\_\_

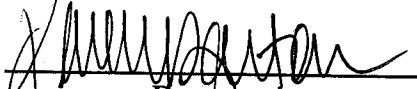
Title \_\_\_\_\_

COUNTY OF RIVERSIDE

By   
CHAIRMAN, BOARD OF SUPERVISORS MARION ASHLEY


ATTEST:

KECIA HARPER-IHEM,  
Clerk of the Board

By   
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPPLICATE

Revised 02/02/10

**KB Home Dental Inc.**

38510 Laurel Valley Dr  
Mesa, AZ 85207

**ACKNOWLEDGMENT**

State of California  
County of Riverside )

On April 28, 2010 before me, Bridgette Hill, Notary Public  
(insert name and title of the officer)

personally appeared Michael H. Freeman  
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 Bridgette Hill (Seal)

W. H. HARRISON  
COUNTY CLERK  
SHERMAN COUNTY  
SHERMAN, OREGON



**WHEN RECORDED PLEASE RETURN TO:**

**RECORDING REQUESTED BY:**

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

***FOR THE BENEFIT OF THE COUNTY***

**DOC # 2010-0385459**

08/16/2010

**Customer Copy Label**

The paper to which this label is  
affixed has not been compared  
with the recorded document

**Larry W Ward**

County of Riverside  
Assessor, County Clerk & Recorder

**LIEN AGREEMENT**

**As Subdivision Improvement Security for Tract 31485  
(and Miscellaneous Cases 4060 and 4141)**

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR  
RECORDING INFORMATION**

**COPY**

**AUG 10 2010 2.20**

RECORDED AS A BENEFIT  
COUNTY OF RIVERSIDE

WHEN RECORDED RETURN TO:

Construction Engineer  
Riverside County Transportation Dept.  
2950 Washington Street  
Riverside, CA 92504

### LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and among the County of Riverside, a political subdivision of the State of California ("County") and KB Home Coastal Inc. ("Owner").

### RECITALS

- A. Owner has recorded a Final Map for **Tract 31485** referred to herein as "Map," pursuant to the Ordinance No. 460 (the "Subdivision Ordinance").
- B. Owner has previously entered into secured agreements with County dated October 30, 2007, entitled "Subdivision Improvement Agreements" to perform certain acts and construct certain improvements as a condition of County's approval of said Map. Owner has also previously entered into secured agreements with County dated June 9, 2009 (for Miscellaneous Case 4060), and October 20, 2009 (for Miscellaneous Case 4141). Owner is required to extend these agreements.
- C. Owner is required by the Subdivision Improvement Agreement, the Subdivision Ordinance, and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499) to provide security satisfactory to the County to secure its obligations under the Subdivision Improvement Agreements.
- D. Owner warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Map.
- E. With the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Map.
- F. Owner has provided a title insurance policy and current title report from a title company approved by the County 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 real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.
- G. Pursuant to the Subdivision Ordinance, § 17.3, County is authorized to defer the posting of securities for the provision of improvements to the land division if the Owner enters into a secured agreement to defer making

land division improvements required by Article X of the Subdivision Ordinance.

H. Owner previously provided a form of security for the Subdivision Improvement Agreement which Owner now desires to replace with security known as a lien agreement, under the provisions of Government Code Section 66499 (a) (4) and Subdivision Ordinance § 17.3.

I. County has found and determined that it would not be in the public interest to require the installation of the required improvements sooner than two years after the recordation of this Lien Agreement.

J. Owner represents and County has confirmed that Owner has paid all plan check fees and has a deposit based fee account in good standing with the County.

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

I. Owner's Performance and Obligations

A. Owner hereby grants to County, in accordance with the terms and conditions of this Lien Agreement, a lien upon the property ("Property") described in Exhibit "A" ("Grant Deed"), attached hereto, as security for the following obligations of Owner:

(1) Construction of the improvements ("Improvements") specified in the Subdivision Improvement Agreement, in the estimated amounts and for the purposes specified in Exhibit "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Exhibit "B"; and

(2) Payment of the balance of the fees or provision of the improvements or services described in Article X of the Subdivision Ordinance (collectively, "Fees"), in the amount required in accordance with Ordinance 671, as determined appropriate by the Director of Transportation.

This lien secures said obligation and the remedies provided herein for breach of said obligation.

B. For so long as title to the Property remains subject to this Lien Agreement, Owner shall not: (1) request issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property; (2) sell or permit the sale of any lot shown on the Map; or (3) commence work on any portion of the Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the County. Notwithstanding the above, fee title to the entire property encumbered by this Lien Agreement or to all lots designated on the Map may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides acceptable alternative security acceptable to the County.

C. At the time Owner executes this Lien Agreement, Owner shall file with County a cash deposit in the amount of Twelve Thousand Dollars (\$12,000), to be used by County to reimburse County for any costs which County may incur in processing a reversion to acreage initiated pursuant to this Lien Agreement. Any unused portion of such deposit shall be refunded to Owner following completion of such reversion. If the costs of reverting the Property to acreage exceed \$12,000, Owner shall pay such additional costs to County prior to

recordation of the reversion to acreage map. The unused portion of this deposit may be applied to the deposit of fees for inspection, tests and other related purposes for the required Improvements upon termination of this Lien Agreement. If fee title to the entire property encumbered by this Lien Agreement or all lots designated on the Map are sold in the aggregate to a single purchaser and the purchaser executes a new lien agreement, the purchaser shall file with County a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) for the purpose of reverting the property to acreage if the purchaser breaches the terms of the lien agreement. Upon receipt of the substitute deposit from the purchaser and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to County by Owner.

D. Prior to obtaining a grading permit or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute other forms of security satisfactory to County in place of this Lien Agreement; provided, however, that Owner shall not be permitted to obtain said permits, substitute such security or commence the installation and construction of any portion of the Improvements if less than two (2) years have elapsed since the date of recordation of this Lien Agreement.

E. Owner shall make the deposits specified in attached Exhibit "B" in the amounts prescribed for such purposes upon termination of this Lien Agreement. Owner also agrees to provide the 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 Improvements at the time of substitution, as ascertained by County.

F. Owner shall substitute acceptable security for this Lien Agreement and commence to construct the Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of this Lien Agreement. At its sole discretion, the County may grant extensions of time for the completion of the improvements in accordance with Section 17.3 of the Subdivision Ordinance. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the County, and issued within the 60 days prior to the request for an extension of time, that documents that the Owner is the record owner of the real property to be divided as identified on the Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.

G. Owner shall pay the balance of the Fees prior to commencement of the work for which the Fees are required or prior to issuance of any building permit, whichever occurs first.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the County in successfully enforcing Owners 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.

I. Owner agrees to indemnify, and hold harmless, the County, its officers, employees and agents from any liability whatsoever based or asserted upon 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. As part of the foregoing indemnity, Owner agrees to protect and defend at its own expense, including attorneys' fees, the County, its officers, employees and agents in any legal action based upon such alleged acts or omissions.



## II. County's Performance and Obligations

County, upon recordation of this Lien Agreement, shall immediately release the deposits and security which were previously supplied by Owner and for which this Lien Agreement is being substituted.

A. Following (1) County's approval of the substitute forms of security submitted by Owner pursuant to Paragraph I(D) hereof, (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 Fees required by Article X of the Subdivision Ordinance, performance of which are secured by this Lien Agreement, County 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 County to construct the required Improvements.

## III. 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 Fees. Under no circumstances shall the County agree to subordinate the lien.

B. Owner shall have the right to convey or sell fee title to the entire property encumbered by this Lien Agreement, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Lien Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security acceptable to the County per Subdivision Ordinance § 17.1.A. Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Improvements by the same date as is specified herein.

C. This Lien Agreement shall expire upon release of the Property by the County, except that Owner's obligation to perform and complete the Improvements within four (4) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Ordinance), as described in Section I(F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Improvements in full compliance with the Subdivision Improvement Agreement.

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

## IV. Events of Default

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

A. Failure by Owner to deposit fees for inspections, tests and other specified purposes or to substitute other forms of security satisfactory to County within the time allotted and as prescribed by this Lien Agreement.

B. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security with the County in place of this Lien Agreement except as specifically

authorized by County to correct or prevent threats to the public health, safety or general welfare.

C. Failure by Owner to substitute acceptable security for this Lien Agreement and complete construction of the Improvements described in the Subdivision Improvement Agreement within the time allotted and as prescribed by this Lien Agreement.

D. Failure by Owner to pay the Fees described in Section I (A) (2), above, at the time required herein.

E. 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 reorganize 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.

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

G. Sale of any lot shown on the Map prior to release of the lien created by this Lien Agreement, except as provided in subparagraph III (B).

H. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property.

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

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

#### V. County's Remedies

Upon the occurrence of any of the events described in Section IV, above, County may declare a breach of this Lien Agreement by giving thirty (30) days written notice to Owner, and may, at County's option, 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 the 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 Improvements, and all Fees, and foreclose said lien in said amount;

D. Initiate proceedings for reversion of the real property within the land division to acreage, at the expense of Owner, in accordance with the provisions of the Subdivision Map Act;

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 a cost in said proceedings.

VI. General Provisions

A. Recordation. This Lien Agreement shall be recorded by County 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, acknowledging subordination of their interests to this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the County Board of Supervisors.

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 the 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 affect the 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 has 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 affected thereby, and each term, provision, covenant or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

COUNTY OF RIVERSIDE ("COUNTY")

By: Marion Ashley  
Chairman, Board of Supervisors  
MARION ASHLEY

ATTEST:

KECIA HARPER IHEM,  
Clerk of the Board

By: Kecia Harper Ihem  
Deputy

\_\_\_\_\_  
**KB Home Coastal Inc.** ("OWNER")  
36310 Inland Valley Drive  
Wildomar, CA 92595

By: Michael H. Freeman  
MICHAEL H. FREEMAN  
VP LANDS & PLANNING

By: \_\_\_\_\_

APPROVED AS TO FORM

County Counsel

By: Shirley Jones

SIGNATURES OF OWNER MUST BE ACKNOWLEDGED BY NOTARY

AUG 10 2010 2.20

# ACKNOWLEDGMENT

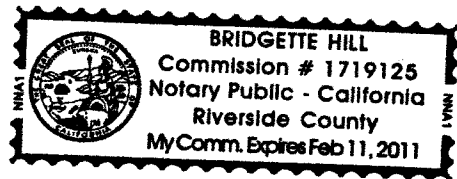
State of California  
County of Riverside )

On April 28, 2010 before me, Bridgette Hill, Notary Public  
(insert name and title of the officer)

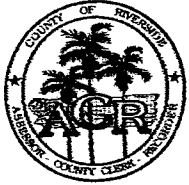
personally appeared Michael H. Freeman  
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ ~~is/are~~  
subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in  
~~his/her/their~~ authorized capacity~~(ies)~~, and 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 Bridgette Hill (Seal)



**LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

**Recorder**  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

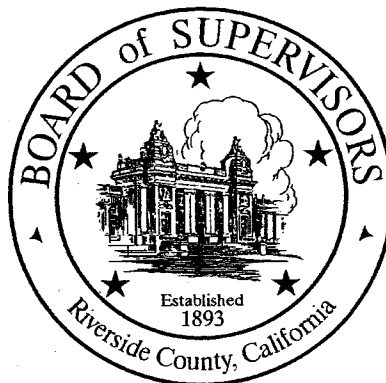
<http://riverside.asrclrec.com>

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors  
(embossed on document)



Date:

08-10-10

Signature:

Karen Barton

Print Name:

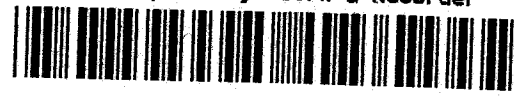
Karen Barton, Board Assistant, Riverside County Clerk of the Board

Recording Requested By  
Fidelity National Title

DOC # 2009-0461122  
09/03/2009 08:00A Fee:35.00  
Page 1 of 3 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

WHEN RECORDED, RETURN TO:

KB Home Coastal Inc.  
36310 Inland Valley Drive  
Wildomar, California 92595  
Attention: Eric Weitz



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391-890-001 thru 087  
391-900-001 thru 026  
391-910-001 thru 026

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039

RIVERSIDE COUNTY )  
STATE OF CALIFORNIA )

THE UNDERSIGNED GRANTOR DECLARES:

Documentary transfer tax is shown by an unrecorded separate affidavit pursuant to R&T Code §11932.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ACACIA CREDIT FUND 10-A, L.L.C., a Delaware limited liability company (the "Grantor"), hereby grants to KB HOME COASTAL INC., a California corporation (the "Grantee"), that certain real property situated in Riverside County, California, described on Exhibit "A" attached hereto (the "Property").

SUBJECT TO:

All general and special real property taxes and other assessments (including all subsequent assessments for prior years due to changes in the use or ownership, or both), reservations in patents, water rights, claims or titles to water and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, all documents establishing or relating to the master-planned community of which the Property is a portion, any matter shown on any subdivision maps of the Property, any matter arising in connection with any action of Grantee or its employees, contractors, agents, or representatives, any other matter not caused by the act or authorization of Grantor, and any matter that would be disclosed by an inspection or accurate ALTA/ACSM survey of the Property, and Grantor binds itself and Grantor's heirs, personal representatives, successors and assigns forever to warrant and defend the Property, to said Grantee's heirs, personal representatives, successors and assigns against all persons whatsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor but not otherwise, and subject, however, as aforesaid.

Exhibit A

EXECUTED this 31<sup>st</sup> day of August, 2009

ACACIA CREDIT FUND 10-A L.L.C., a Delaware limited liability company

By: Fund 10-A Management Company L.L.C., a Delaware limited liability company, its Managing Member

By: Acacia Capital Corporation, a California corporation, its Managing Member

By: Steven S. Benson  
Name: Steven S. Benson  
Its: Exec. Vice President

STATE OF ARIZONA )  
 )  
County of Maricopa )

On August 31, 2009, before me, Teresa G. Hall, the undersigned Notary Public, personally appeared Steven S. Benson, Executive Vice President of Acacia Capital Corporation, a California corporation, Managing Member of Fund 10-A Management Company L.L.C., a Delaware limited liability company, Managing Member of ACACIA CREDIT FUND 10-A L.L.C, a Delaware limited liability company, 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Teresa G. Hall (Seal)



**LEGAL DESCRIPTION**

**EXHIBIT "A"**

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

**PARCEL A:**

Lots 1 through 75, inclusive and Lettered Lots "A" through "F", inclusive of Tract No. 31485, in the unincorporated area of the County of Riverside, as shown on Map recorded in Book 426, Pages 42 through 50, inclusive of Maps, in the Office of the County Recorder of Riverside County, California.

**PARCEL B:**

Lots 1 through 140, inclusive and Lettered Lots "A" through "H", inclusive, of Tract No. 31210, in the unincorporated area of the County of Riverside as shown on Map recorded in Book 426, Pages 73 through 84, inclusive of Maps, in the Office of the County Recorder of Riverside County, California.

**PARCEL C:**

Lots 1 through 112, inclusive and Lettered Lots "A" through "I", inclusive, of Tract No. 31210-1, in the unincorporated area of the County of Riverside, as shown on Map recorded in Book 426, Pages 51 through 63, inclusive of Maps, in the Office of the County Recorder of Riverside County, California.

**PARCEL D:**

Lots 1 through 53, inclusive and Lettered Lots "A" through "D", inclusive, of Tract No. 31210-2, in the unincorporated area of the County of Riverside, as shown on Map recorded in Book 426, Pages 64 through 72, inclusive of Maps, in the Office of the County Recorder of Riverside County, California.

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
OFFICE OF THE COUNTY SURVEYOR  
MONUMENT BOND COMPUTATION**

MAP # TR-31485 SCHEDULE A MAP CHECKER Ken Smith

| Drive Time: Hrs. to Map                  | Net Work Hrs./Day | Cost per 9 Hr. Day | Cost per Monument |
|--|-------------------|--------------------|-------------------|
| <b>Schedule "A" through "H" Maps</b>     |                   |                    |                   |
| 0.5                                      | 8                 | \$1584.45*         | \$132             |
| 1.0                                      | 7                 |                    | \$151             |
| 1.5                                      | 6                 |                    | \$176             |
| 2.0                                      | 5                 |                    | \$211             |
| <b>Out of town Monumentation Surveys</b> |                   |                    |                   |
|  | 8                 | \$**               | \$183             |
| <b>Schedule "I" Maps</b>                 |                   |                    |                   |
| 0.5                                      | 8                 | \$1584.45*         | \$264             |
| 1.0                                      | 7                 |                    | \$302             |
| 1.5                                      | 6                 |                    | \$352             |
| 2.0                                      | 5                 |                    | \$422             |
| <b>Out of town Monumentation Surveys</b> |                   |                    |                   |
|  | 8                 | \$**               | \$366             |

|                              |   |                   |   |             |   |                    |
|------------------------------|---|-------------------|---|-------------|---|--------------------|
| Total Monuments to be Bonded | x | Cost per Monument | + | 20%         | = | Total Bond Amount  |
| <u>316</u>                   | x | <u>\$151</u>      | x | <u>120%</u> | = | <u>\$57,259.20</u> |

Monument Inspection Fee \$ \_\_\_\_\_ (Deposit Based)

Submitted Monument Bond Computation to Transportation Plan Check Review Date: 6/21/2006

\* Based on a crew of, 1) Registered Party Chief, 1) Survey Instrument Technician, and 1) Survey Technician.  
\*\* 9-hour work day, meals, and lodging for a 3 person crew, per day, in a 5-day, 44-hour work week.

RECEIVED

MAY 17 2007

**BOYLE - ONTARIO**  
**II. Construction Cost Worksheet and Plan Check Fee Calc Sheet**

Sheet 1 of 14

Parcel Map or Tract No.: 31485 *IP 050185*  
PP, CU, PU, MS OR VL No.

Date: 5/11/07  
By: Alan Palermo, P.E.

(NAMED ON THIS BOND:  
TRACT 31210, IP#050262  
TRACT 31210-1, IP#050202  
TRACT 31210-2, IP#050218)

| Improvements                  | Faithful Performance Security<br>(100% of Estimated<br>Construction costs) | Material & Labor Security **(50% of<br>Estimated Construction Costs) |
|-------------------------------|--|--|
| Streets/Drainage \$ 3,770,675 | /  |  |
| Flood Control* \$             | \$ 3,770,500.00  | \$ 1,885,250.00  |
| Water District EVMWD \$       | \$ 366,500.00  | \$ 183,250.00  |
| Sewer District EVMWD \$       | \$ 202,500.00  | \$ 101,250.00  |
| Total \$                      | \$ 4,339,500.00  | \$ 2,169,750.00  |
| Warranty Retention (10%) \$   | \$ 433,950.00  |  |

**Design Engineers Calculation of Improvement Bonding Costs**

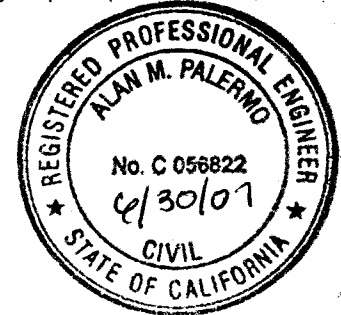
Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using County's unit costs are accurate for determining bonding costs.

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

*Alan Palermo*  
Signature

5/11/2007  
Date

Alan Palermo, P.E.  
Name typed or printed



Civil Engineer's Stamp

\*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide copy of F.C.D. letter stating cost estimate.

**\*\*\* PLEASE READ INSTRUCTIONS BELOW \*\*\***

- Quantities to be taken from improvement plans. Unit costs to be as provided on "Riverside County Improvement Worksheet".
- Show Performance Bond Amounts to the nearest \$500. Material and Labor Bond Amounts are 50% of Performance Bond Amounts.  
\*\*100% for Flood Control items.
- For construction items not covered by "Riverside County Improvement Requirement Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County 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.

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY        | UNIT | ITEM  | UNIT COST | AMOUNT        |
|---------------------------|------|---|-----------|---------------|
| <b>Street Improvement</b> |      |   |           | Sheet 2 of 14 |
|                           |      | <b>Roadway Excavation</b>   |           |               |
| 4,632                     | C.Y. | 1. Projects with a Grading Plan<br>Area x 0.50' (hinge point to hinge point)  | \$ 20.00  | \$ 92,640.00  |
|                           |      | 2. Projects without a Grading Plan<br>(Road area and side slopes to daylight)   |           |               |
|                           |      | Cut ( c ) =                                  Fill ( f ) =   |           |               |
|                           | C.Y. | (c or f) (a.) Excavate and Fill   | \$ 0.40   | \$ -          |
|                           | C.Y. | (c-f) (b.) Excavate and Export  | \$ 1.10   | \$ -          |
|                           | C.Y. | (f-c) (c.) Import and Fill  | \$ 2.80   | \$ -          |
|                           |      | 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 2-% of actual costs to assure that work will be corrected to eliminate hazardous conditions.) |           |               |
| 130                       | L.F. | Sawcut Exist. A.C. Pavement   | \$ 1.00   | \$ 130.00     |
| 200                       | S.F. | Cold plane A.C. Pavement  | \$ 0.50   | \$ 100.00     |
|                           | S.Y. | Grinding A.C., in Place   | \$ 0.60   | \$ -          |
| 20                        | S.Y. | Remove A.C. Pavement  | \$ 0.60   | \$ 12.00      |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY                 | UNIT | ITEM   | UNIT COST | AMOUNT        |
|------------------------------------|------|--|-----------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |  |           | Sheet 3 of 14 |
| 130                                | L.F. | Remove Curb and Gutter   | \$ 18.00  | \$ 2,340.00   |
|                                    | L.F. | Remove A.C. Dike   | \$ 3.00   | \$ -          |
| 1,524                              | S.F. | Remove Sidewalk  | \$ 10.00  | \$ 15,240.00  |
|                                    | EA.  | Relocate Mailbox   | \$ 250.00 | \$ -          |
|                                    | L.F. | Remove Chain Link Fence  | \$ 7.50   | \$ -          |
|                                    | L.F. | Remove Barricade   | \$ 10.00  | \$ -          |
| 2,840                              | Ton  | Asphalt Concrete ( 157,769 S.F. Plus 1,100 sf<br>AC Pavement Replacement) (144 lbs.cu.ft.)                           | \$ 90.00  | \$ 255,600.00 |
| 4,382                              | C.Y. | Agg Base Class II ( 157,769 S.F.)  | \$ 50.00  | \$ 219,100.00 |
| 6                                  | Ton  | Asph. Emulsion (Fog Seal / Paint Binder)<br>(1 ton = 240 gals) ( 157,769 S.F.)<br>Apply at 0.05 + 0.03 = 0.08 gal/sy | \$ 600.00 | \$ 3,600.00   |
| 1,100                              | S.F. | AC overlay / Pavement Replacement (min. 0.10')   | \$ 0.90   | \$ 990.00     |
| 7,948                              | L.F. | Curb and Gutter (Type A-6)   | \$ 10.00  | \$ 79,480.00  |
|                                    | L.F. | Curb and Gutter (Type A-8)   | \$ 12.00  | \$ -          |
|                                    | L.F. | Type "C" Curb  | \$ 10.00  | \$ -          |
|                                    | L.F. | Type "D-1" Curb  | \$ 10.00  | \$ -          |
| 227                                | L.F. | Type "D" Curb  | \$ 15.00  | \$ 3,405.00   |
|                                    | L.F. | A.C. Dike (6") (incl. material & labor)  | \$ 8.00   | \$ -          |
|                                    | L.F. | A.C. Dike (8") (incl. material & labor)  | \$ 10.00  | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY                 | UNIT | ITEM   | UNIT COST    | AMOUNT        |
|------------------------------------|------|--|--------------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |  |              | Sheet 4 of 14 |
|                                    | S.F. | P.C.C. Cross Gutter and Spandrels                  | \$ 10.00     | \$ -          |
| 35,435                             | S.F. | P.C.C. Sidewalk                                    | \$ 6.00      | \$ 212,610.00 |
| 628                                | S.F. | P.C.C. Drive Approach                              | \$ 8.00      | \$ 5,024.00   |
|                                    | S.F. | P.C.C. Dip Section Std. 307                        | \$ 6.00      | \$ -          |
| 14                                 | EA.  | Handicapped Access Ramp                            | \$ 1,500.00  | \$ 21,000.00  |
|                                    | C.Y. | Structural Reinforced Concrete                     | \$ 400.00    | \$ -          |
| 40                                 | L.F. | Barricades   | \$ 100.00    | \$ 4,000.00   |
|                                    | L.F. | Metal Beam Guard Railing                           | \$ 35.00     | \$ -          |
| 4,200                              | L.F. | Utility Trench, one side (Edison Telephone, Cable) |              |               |
|                                    |      | (total length of streets)                          | \$ 10.00     | \$ 42,000.00  |
|                                    | L.F. | Chain Link Fence (6')                              | \$ 15.00     | \$ -          |
|                                    | L.F. | Relocate Fence                                     | \$ 12.00     | \$ -          |
| 3                                  | EA.  | Pipe Gate  | \$ 1,000.00  | \$ 3,000.00   |
|                                    | EA.  | Relocate Power Pole                                | \$ 10,000.00 | \$ -          |
| 21                                 | EA.  | Street Lights (including conduit)                  | \$ 5,000.00  | \$ 105,000.00 |
|                                    | EA.  | Concrete Bulkhead                                  | \$ 200.00    | \$ -          |
| 19                                 | EA.  | Slope Anchors for Pipes                            | \$ 300.00    | \$ 5,700.00   |
|                                    | C.Y. | Cut Off Wall (Std 2')                              | \$ 400.00    | \$ -          |
|                                    | EA.  | A.C. Overside Drain                                | \$ 500.00    | \$ -          |
|                                    | EA.  | Under Sidewalk Drain Std 309                       | \$ 2,000.00  | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY                 | UNIT | ITEM                                   | UNIT COST | AMOUNT        |
|------------------------------------|------|--|-----------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |  |           | Sheet 5 of 14 |
|                                    | EA.  | Flat Outlet Drainage Structure Std 303 | \$ 200.00 | \$ -          |
|                                    | EA.  | Curb Outlet Drainage Structure Std 308 | \$ 200.00 | \$ -          |
|                                    | S.F. | Terrace Drains and Down Drains         | \$ 6.50   | \$ -          |
|                                    | S.F. | Interceptor Drains                     | \$ 6.50   | \$ -          |
|                                    | C.Y. | R.C. Box Culvert                       | \$ 400.00 | \$ -          |
|                                    | C.Y. | Concrete Channel                       | \$ 200.00 | \$ -          |
|                                    | C.Y. | Rip Rap (1/4 Ton) Method B             | \$ 40.00  | \$ -          |
|                                    | C.Y. | Rip Rap (1/2 Ton) Method B             | \$ 45.00  | \$ -          |
|                                    | C.Y. | Rip Rap (1 Ton) Method B               | \$ 50.00  | \$ -          |
| 808                                | C.Y. | Rip Rap (2 Ton) Method B               | \$ 55.00  | \$ 44,440.00  |
|                                    | C.Y. | Grouted Rip Rap (1/4 Ton) Method B     | \$ 60.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (1/2 Ton) Method B     | \$ 67.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (1 Ton) Method B       | \$ 75.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (2 Ton) Method B       | \$ 80.00  | \$ -          |
| 3,030                              | L.F. | 18" R.C.P.                             | \$ 60.00  | \$ 181,800.00 |
| 1,100                              | L.F. | 24" R.C.P.                             | \$ 70.00  | \$ 77,000.00  |
| 855                                | L.F. | 30" R.C.P.                             | \$ 80.00  | \$ 68,400.00  |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY                 | UNIT | ITEM                         | UNIT COST    | AMOUNT        |
|------------------------------------|------|------------------------------|--------------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |                              |              | Sheet 6 of 14 |
|                                    | L.F. | 36" R.C.P.                   | \$ 90.00     | \$ -          |
|                                    | L.F. | 42" R.C.P.                   | \$ 100.00    | \$ -          |
| 572                                | L.F. | 48" R.C.P.                   | \$ 110.00    | \$ 62,920.00  |
|                                    | L.F. | 54" R.C.P.                   | \$ 130.00    | \$ -          |
|                                    | L.F. | 60" R.C.P.                   | \$ 150.00    | \$ -          |
|                                    | L.F. | 18" C.S.P. or 21" x 15" CSPA | \$ 40.00     | \$ -          |
|                                    | L.F. | 24" C.S.P. or 28" x 20" CSPA | \$ 50.00     | \$ -          |
|                                    | L.F. | 30" C.S.P. or 35" x 24" CSPA | \$ 60.00     | \$ -          |
|                                    | L.F. | 36" C.S.P. or 42" x 29" CSPA | \$ 70.00     | \$ -          |
|                                    | L.F. | 42" C.S.P. or 49" x 33" CSPA | \$ 80.00     | \$ -          |
|                                    | L.F. | 48" C.S.P. or 57" x 38" CSPA | \$ 100.00    | \$ -          |
|                                    | L.F. | 54" C.S.P. or 64" x 43" CSPA | \$ 110.00    | \$ -          |
|                                    | L.F. | 60" C.S.P. or 71" x 47" CSPA | \$ 120.00    | \$ -          |
| 10                                 | EA.  | Catch Basins W = 4'          | \$ 1,700.00  | \$ 17,000.00  |
| 3                                  | EA.  | Catch Basins W = 7'          | \$ 3,000.00  | \$ 9,000.00   |
| 2                                  | EA.  | Catch Basins W = 14'         | \$ 6,000.00  | \$ 12,000.00  |
|                                    | EA.  | Catch Basins W = 21'         | \$ 9,000.00  | \$ -          |
|                                    | EA.  | Catch Basins W = 28'         | \$ 12,000.00 | \$ -          |

**EXHIBIT B**



**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY                 | UNIT | ITEM                                  | UNIT COST    | AMOUNT        |
|------------------------------------|------|---------------------------------------|--------------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |                                       |              | Sheet 7 of 14 |
|                                    | EA.  | Type IX Inlet                         | \$ 2,500.00  | \$ -          |
|                                    | EA.  | Type X Inlet                          | \$ 2,500.00  | \$ -          |
|                                    | EA.  | Junction Structure No. 1              | \$ 3,000.00  | \$ -          |
| 5                                  | EA.  | Junction Structure No. 2              | \$ 3,000.00  | \$ 15,000.00  |
|                                    | EA.  | Junction Structure No. 6              | \$ 3,700.00  | \$ -          |
| 1                                  | EA.  | Transition Structure No. 1            | \$ 12,500.00 | \$ 12,500.00  |
|                                    | EA.  | Transition Structure No. 2            | \$ 12,500.00 | \$ -          |
| 3                                  | EA.  | Transition Structure No. 3            | \$ 2,700.00  | \$ 8,100.00   |
| 12                                 | EA.  | Manhole No. 1                         | \$ 2,700.00  | \$ 32,400.00  |
|                                    | EA.  | Manhole No. 2                         | \$ 3,300.00  | \$ -          |
|                                    | EA.  | Manhole No. 3                         | \$ 2,700.00  | \$ -          |
|                                    | EA.  | Manhole No. 4                         | \$ 5,000.00  | \$ -          |
|                                    | EA.  | Adjust Water Valve (if no water plan) | \$ 150.00    | \$ -          |
|                                    | EA.  | Adjust MH to Grade (if no sewer plan) | \$ 400.00    | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY                 | UNIT | ITEM                                   | UNIT COST | AMOUNT        |
|------------------------------------|------|--|-----------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |  |           | Sheet 8 of 14 |
|                                    |      | <b>Signing, Striping and Signals</b>   |           |               |
|                                    | S.F. | Remove Traffic Stripes and Paint       |           |               |
|                                    |      | Markings                               | \$ 2.50   | \$ -          |
|                                    | EA.  | Remove Sign, Salvage                   | \$ 50.00  | \$ -          |
|                                    | EA.  | Relocate Roadside Sign                 | \$ 100.00 | \$ -          |
| 9                                  | EA.  | Street Name Sign                       | \$ 275.00 | \$ 2,475.00   |
|                                    | EA.  | Install Sign (Strap and Saddle Bracket |           |               |
|                                    |      | Method)                                | \$ 100.00 | \$ -          |
|                                    | EA.  | Install Sign (Mast Arm Hanger Method)  | \$ 100.00 | \$ -          |
| 14                                 | EA.  | Road sign - One Post                   | \$ 250.00 | \$ 3,500.00   |
|                                    | EA.  | Road sign - Two Post                   | \$ 400.00 | \$ -          |
|                                    | EA.  | Object Marker - Modified Type "F"      |           |               |
|                                    |      | Delineator                             | \$ 60.00  | \$ -          |
|                                    | EA.  | Delineator (Class 1 Type F)            | \$ 40.00  | \$ -          |
|                                    | EA.  | Delineator (Class 2)                   | \$ 45.00  | \$ -          |
| 20                                 | EA.  | Pavement Marker, Reflective            | \$ 3.75   | \$ 75.00      |
|                                    | L.F. | Paint Traffic Strip (2 Coats)          | \$ 0.30   | \$ -          |
|                                    | L.F. | 4" Thermoplastic Traffic Stripe        | \$ 0.30   | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY                     | UNIT | ITEM  | UNIT COST     | AMOUNT        |
|--|------|---|---------------|---------------|
| <b>Street Improvement (Cont'd)</b>     |      |   |               | Sheet 9 of 14 |
| 60                                     | L.F. | 12" Thermoplastic Traffic Stripe                              | \$ 0.60       | \$ 36.00      |
|  | S.F. | Thermoplastic Channelizing Limit Line<br>and Pavement Marking | \$ 2.25       | \$ -          |
|  | S.F. | Thermoplastic Cross Walk and Pavement<br>Marking              | \$ 3.00       | \$ -          |
| 4                                      | L.S. | Signal and Lighting   | \$ 130,000.00 | \$ 520,000.00 |
| <b>Offsite Intersection Quantities</b> |      |   |               |               |
| 1,315                                  | L.F. | Sawcut Exist. A.C. Pavement                                   | \$ 1.00       | \$ 1,315.00   |
| 139                                    | S.F. | Remove A.C. Pavement  | \$ 0.60       | \$ 83.40      |
| 710                                    | L.F. | Curb and Gutter (Type A-8)                                    | \$ 12.00      | \$ 8,520.00   |
| 4,899                                  | S.F. | P.C.C. Sidewalk   | \$ 6.00       | \$ 29,394.00  |
| 5                                      | EA.  | Handicapped Access Ramp Case A                                | \$ 1,500.00   | \$ 7,500.00   |
| 29,220                                 | S.F. | AC overlay / Pavement Replacement (min. 0.10')                | \$ 0.90       | \$ 26,298.00  |
| 29,220                                 | S.F. | Cold plane A.C. Pavement                                      | \$ 0.50       | \$ 14,610.00  |
| 186                                    | Ton  | Asphalt Concrete (7,758 S.F.)(144 lbs.cu.ft)                  | \$ 90.00      | \$ 16,740.00  |
| 830                                    | S.F. | Remove Existing Sidewalk                                      | \$ 10.00      | \$ 8,300.00   |
| 4,213                                  | S.F. | P.C.C. Cross Gutter and Spandrels                             | \$ 10.00      | \$ 42,130.00  |
| 145                                    | L.F. | A.C. Dike (8") (incl. material & labor)                       | \$ 10.00      | \$ 1,450.00   |
| 110                                    | EA.  | 10' Transition Detail B                                       | \$ 15.00      | \$ 1,650.00   |
| 30                                     | EA.  | 10' Transition Detail A                                       | \$ 15.00      | \$ 450.00     |
| 4                                      | EA.  | Handicapped Access Ramp Case B                                | \$ 1,500.00   | \$ 6,000.00   |
| 7                                      | C.Y. | Retaining Wall per Detail C                                   | \$ 400.00     | \$ 2,800.00   |
| 239                                    | C.Y. | 10" Agg Base Class II ( 7,758 S.F.)                           | \$ 50.00      | \$ 11,950.00  |
| 2                                      | EA.  | Street Name Sign  | \$ 275.00     | \$ 550.00     |
| 260                                    | S.F. | Remove Existing Driveway Approach                             | \$ 15.00      | \$ 3,900.00   |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY                                      | UNIT | ITEM   | UNIT COST    | AMOUNT          |
|---|------|--|--------------|-----------------|
| <b>Street Improvement (Cont'd)</b>                      |      |  |              | Sheet 10 of 14  |
| <b>Landscaping</b>                                      |      |  |              |                 |
|   | S.F. | Maintenance Walk Std. 113                      | \$ 4.00      | \$ -            |
|   | S.F. | Colored Stamped Concrete                       | \$ 10.00     | \$ -            |
| 77  | EA.  | Street Trees (15 Gallon)                       | \$ 100.00    | \$ 7,700.00     |
| 151,000   | S.F. | Landscape and Irrigation                       | \$ 3.50      | \$ 528,500.00   |
| 10  | C.Y. | Landscape Fill Material                        | \$ 27.00     | \$ 270.00       |
| 2   | EA.  | Water Meter                                    | \$ 7,000.00  | \$ 14,000.00    |
| 1   | EA.  | Electric Meter                                 | \$ 10,000.00 | \$ 10,000.00    |
| <b>Other Items Not Listed</b>                           |      |  |              |                 |
| 15  | EA   | Gutter Depression for Curb Opening Catch Basin | \$ 750.00    | \$ 11,250.00    |
| 4   | CY   | Pipe Headwall                                  | \$ 400.00    | \$ 1,600.00     |
| 1   | EA   | 12'x6' Stormscreen                             | \$ 17,000.00 | \$ 17,000.00    |
| 6   | EA   | Concrete Collar                                | \$ 1,000.00  | \$ 6,000.00     |
| 2   | EA   | Pipe Riser with Debris Rack Cage               | \$ 9,000.00  | \$ 18,000.00    |
| 1   | EA   | 18"x18" Grate Inlet                            | \$ 2,000.00  | \$ 2,000.00     |
| 7   | LF   | 6" PVC Pipe SDR 35                             | \$ 20.00     | \$ 140.00       |
| 3   | EA   | Junction Structure Type No. 4                  | \$ 1,000.00  | \$ 3,000.00     |
| 4   | EA   | Modified Manhole Type #1                       | \$ 5,000.00  | \$ 20,000.00    |
| 1   | EA   | Inlet Structure per Caltrans Std. 090          | \$ 30,000.00 | \$ 30,000.00    |
| 2   | EA   | Outlet Structures per Caltrans Std. 090        | \$ 35,000.00 | \$ 70,000.00    |
| 1   | EA   | Grated Inlet Structure                         | \$ 35,000.00 | \$ 35,000.00    |
| 1   | EA   | Trash Rack                                     | \$ 8,000.00  | \$ 8,000.00     |
| 2   | EA   | Plug End of Pipe                               | \$ 250.00    | \$ 500.00       |
| 760   | CY   | Grouted Rip Rap (80 lb)                        | \$ 50.00     | \$ 38,000.00    |
| 4   | EA   | Thermoplastic "Stop" Legend                    | \$ 3.00      | \$ 12.00        |
| A. Subtotal   |      |  |              | \$ 3,142,229.40 |
| B. Administrative Contingency (20 % x A)                |      |  |              | \$ 628,445.88   |
| NOTE: Use 20% for TR and PM                             |      |  |              |                 |
| Use 5% for PP, CU, PU, MS and VL Cases                  |      |  |              |                 |
| C. Streets/Drainage Total (A + B)                       |      |  |              | \$ 3,770,675.28 |
| BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN |      |  |              |                 |
| (ORD. 460, SEC. 10.3E)                                  |      |  |              |                 |

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY   | UNIT | ITEM                                 | UNIT COST   | AMOUNT         |
|--|------|--------------------------------------|-------------|----------------|
| <b>Water Improvement</b>   |      |                                      |             | Sheet 11 of 14 |
| Show quantities on this sheet only if project has a water plan. If no water plan then show applicable quantities as part of street improvements. |      |                                      |             |                |
|  | L.F. | 4" Waterline                         | \$ 13.00    | \$ -           |
|  | L.F. | 6" Waterline                         | \$ 16.00    | \$ -           |
| 4,440  | L.F. | 8" Waterline (Domestic and Recycled) | \$ 21.00    | \$ 93,240.00   |
|  | L.F. | 10" Waterline                        | \$ 27.00    | \$ -           |
| 1,700  | L.F. | 12" Waterline                        | \$ 31.00    | \$ 52,700.00   |
|  | EA.  | 4" Gatevalve                         | \$ 650.00   | \$ -           |
|  | EA.  | 6" Gatevalve                         | \$ 800.00   | \$ -           |
| 17   | EA.  | 8" Gatevalve                         | \$ 850.00   | \$ 14,450.00   |
|  | EA.  | 10" Gatevalve                        | \$ 1,050.00 | \$ -           |
| 6  | EA.  | 12" Gatevalve                        | \$ 1,250.00 | \$ 7,500.00    |
|  | EA.  | Fire Hydrants (6") Super             | \$ 2,500.00 | \$ -           |
| 18   | EA.  | Fire Hydrants (6") Standard          | \$ 2,300.00 | \$ 41,400.00   |
|  | EA.  | 4" Misc. Fittings                    | \$ 150.00   | \$ -           |
|  | EA.  | 6" Misc. Fittings                    | \$ 200.00   | \$ -           |
| 16   | EA.  | 8" Misc. Fittings                    | \$ 250.00   | \$ 4,000.00    |
|  | EA.  | 10" Misc. Fittings                   | \$ 280.00   | \$ -           |
| 3  | EA.  | 12" Misc. Fittings                   | \$ 320.00   | \$ 960.00      |
|  | EA.  | Blowoffs (4")                        | \$ 1,600.00 | \$ -           |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY   | UNIT | ITEM   | UNIT COST   | AMOUNT         |
|--|------|--|-------------|----------------|
| <b>Water Improvement (Cont'd)</b>                              |      |  |             | Sheet 12 of 14 |
|  | EA.  | Service Connections                          | \$ 475.00   | \$ -           |
|  | EA.  | Adjust Water Valve to Grade                  | \$ 200.00   | \$ -           |
|  | EA.  | Relocation of Blowoff                        | \$ 1,000.00 | \$ -           |
| 7  | EA.  | Air and Vacuum Valve                         | \$ 1,850.00 | \$ 12,950.00   |
| <b>Offsite Intersection Quantities</b>                         |      |  |             |                |
| 2  | EA.  | Adjust Existing Gas Valve to Grade           | \$ 200.00   | \$ 400.00      |
| 7  | EA.  | Adjust Existing Water Valve to Grade         | \$ 200.00   | \$ 1,400.00    |
| 3  | EA.  | Adjust Existing Manhole to Grade             | \$ 200.00   | \$ 600.00      |
| <b>Other Items Not Listed</b>                                  |      |  |             |                |
| 3  | EA.  | End of Cap                                   | \$ 200.00   | \$ 600.00      |
| 5  | EA.  | 6" Blowoff Assembly                          | \$ 2,800.00 | \$ 14,000.00   |
| 3  | EA.  | 1" RW Service Connection w/ 1 3/4 Meter      | \$ 2,500.00 | \$ 7,500.00    |
| 40   | L.F. | Pipe Sleeves                                 | \$ 50.00    | \$ 2,000.00    |
| 1  | EA.  | Install Sampling Point                       | \$ 900.00   | \$ 900.00      |
| 23   | EA.  | Install FL x PE Adaptor                      | \$ 250.00   | \$ 5,750.00    |
| 53   | LF   | 16" Diameter Steel Casing                    | \$ 12.50    | \$ 662.50      |
| 1  | EA.  | Join to Existing Waterline                   | \$ 250.00   | \$ 250.00      |
| 68   | EA.  | 1-3/4" Water Service Connection w/3/4" Meter | \$ 650.00   | \$ 44,200.00   |
| A. Subtotal  |      |  |             | \$ 305,462.50  |
| B. Administrative Contingency (20 % x A)                       |      |  |             | \$ 61,092.50   |
| NOTE: Use 20% for TR and PM                                    |      |  |             |                |
| Use 5% for PP, CU, PU, MS and VL Cases                         |      |  |             |                |
| C. Water Total (A + B)   |      |  |             | \$ 366,555.00  |
| <b>BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN</b> |      |  |             |                |
| <b>(ORD. 460, SEC. 10.3E)</b>                                  |      |  |             |                |
|  |      |  |             |                |
|  |      |  |             |                |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY   | UNIT | ITEM                                  | UNIT COST   | AMOUNT         |
|--|------|---------------------------------------|-------------|----------------|
| <b>Sewer Improvement</b>   |      |                                       |             | Sheet 13 of 14 |
| Show quantities on this sheet only if project has a sewer plan. If no sewer plan then show applicable quantities as part of street improvements. |      |                                       |             |                |
|  | L.F. | 4" V.C.P.                             | \$ 15.00    | \$ -           |
|  | L.F. | 6" V.C.P.                             | \$ 25.00    | \$ -           |
|  | L.F. | 8" V.C.P.                             | \$ 30.00    | \$ -           |
|  | L.F. | 10" V.C.P.                            | \$ 35.00    | \$ -           |
|  | L.F. | 12" V.C.P.                            | \$ 40.00    | \$ -           |
| 7  | EA.  | Standard Manholes                     | \$ 2,500.00 | \$ 17,500.00   |
|  | EA.  | Drop Manholes                         | \$ 4,000.00 | \$ -           |
|  | EA.  | Cleanouts                             | \$ 500.00   | \$ -           |
|  | EA.  | Sewer Y's                             | \$ 30.00    | \$ -           |
|  | EA.  | Chimneys                              | \$ 400.00   | \$ -           |
|  | EA.  | Adjust M.H. to grade                  | \$ 500.00   | \$ -           |
|  | L.F. | Concrete Encasement                   | \$ 35.00    | \$ -           |
| <b>Other Items Not Listed</b>  |      |                                       |             |                |
| 2,205  | L.F. | 4" Sewer Laterals                     | \$ 16.00    | \$ 35,280.00   |
| 10   | EA.  | 60" Sewer Manhole                     | \$ 3,000.00 | \$ 30,000.00   |
| 3,365  | EA.  | 8" PVC Sewer Line and Bedding         | \$ 25.00    | \$ 84,125.00   |
| 62   | L.F. | Steel Casing                          | \$ 12.50    | \$ 775.00      |
| 1  | EA.  | Temporary End of Pipe Plug            | \$ 1,000.00 | \$ 1,000.00    |
|  | A.   | Subtotal                              |             | \$ 168,680.00  |
|  | B.   | Administrative Contingency (20 % x A) |             | \$ 33,736.00   |
| NOTE: Use 20% for TR and PM  |      |                                       |             |                |
| Use 5% for PP, CU, PU, MS and VL Cases   |      |                                       |             |                |
|  | C.   | Sewer Total (A + B)                   |             | \$ 202,416.00  |
| BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN  |      |                                       |             |                |
| (ORD. 460, SEC. 10.3E)   |      |                                       |             |                |
|  |      |                                       |             |                |
|  |      |                                       |             |                |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Renaissance Ranch Tract 31485

Date: 10-05-06

| ESTIMATED QUANTITY   | UNIT | ITEM  | UNIT COST | AMOUNT         |
|--|------|---|-----------|----------------|
| <b>RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT</b>                |      |   |           | Sheet 14 of 14 |
| <b>PLAN CHECK FEE CALCULATION SHEET</b>                          |      |   |           |                |
| Parcel Map or Tract Map No.                                      |      | 31485   | Sch.      | Date 10/05/06  |
| PP, CU, PU, MS OR VL No.   |      | By:   |           |                |
| Improvement Costs (Including contingencies)                      |      |   |           |                |
|  |      | I. Streets/Drainage (Line C from Page 13)         | \$        | 3,770,675.28   |
|  |      | II. Water (Line C from Page 11)                   | \$        | 366,555.00     |
|  |      | III. Sewer (Line C from Page 12)                  | \$        | 202,416.00     |
| Plan Check Fee Calculation                                       |      |   |           |                |
|  |      | A. Streets/Drainage ( 2% x I.)                    | \$        | 75,413.51      |
|  |      | Note: Use 2% for TR                               |           |                |
|  |      | Use 6% for PM                                     |           |                |
|  |      | Use 6.5% for PP, CU, PU, MS and VL                |           |                |
|  |      | B. Water and Sewer (1% x II. And III.)            | \$        | 5,689.71       |
|  |      | Note: Use 1% for all                              |           |                |
|  |      | C. Total Plan Check Fee (A + B)                   | \$        | 81,103.22      |
| Surcharge Fee Calculation  |      |   |           |                |
|  |      | D. Surcharge Fee (20% x C)                        | \$        | 16,220.64      |
|  |      | E. Total Plan Check Fee and Surcharge Fee (C + D) | \$        | 97,323.86      |
| Comments   |      |   |           |                |
| Minimum Plan Check Fee Requirements                              |      |   |           |                |
| For TR (Sch. A, B, C, D) and PM (Sch. E, F, G) - Minimum \$1,875 |      |   |           |                |
| For PM (Sch. H, I) - Minimum \$800                               |      |   |           |                |
| For PP/CU/PU/MS/VL - minimum \$500                               |      |   |           |                |

**EXHIBIT B**



**II. Construction Cost Worksheet and Plan Check Fee Calc Sheet**

*MS 4060*

Sheet 1 of 14

Parcel Map or Tract No.: ~~Tract 34240 - Weatherlane Drive and Shady Oak Drive~~  
PP, CU, PU, MS OR VL No.

Date: 10/04/06  
By: Alan Palermo, P.E.

| Improvements             | Faithful Performance Security<br>(100% of Estimated<br>Construction costs) | Material & Labor Security <b>**</b> (50% of<br>Estimated Construction Costs) |
|--------------------------|--|--|
| Streets/Drainage         | 1,844,319.30   |  |
| Flood Control*           | \$   | \$ 1,844,500.00  |
| Water District           | EVMWD  | \$ 443,500.00  |
| Sewer District           | EVMWD  | \$ 236,500.00  |
| Total                    | \$   | \$ 2,524,500.00  |
| Warranty Retention (10%) | \$   | \$ 252,450.00  |
|                          |  | \$ 922,250.00  |
|                          |  | \$ 221,750.00  |
|                          |  | \$ 118,250.00  |
|                          |  | \$ 1,262,250.00  |

**Design Engineers Calculation of Improvement Bonding Costs**

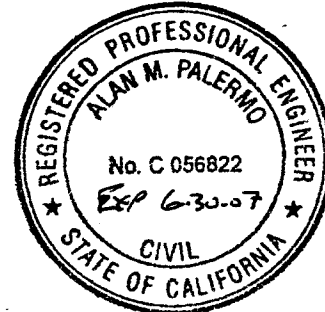
Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using County's unit costs are accurate for determining bonding costs.

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

*Alan Palermo*  
Signature

10/4/2006  
Date

Alan Palermo, P.E.  
Name typed or printed



Civil Engineer's Stamp

\*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide copy of F.C.D. letter stating cost estimate.

**\*\*\* PLEASE READ INSTRUCTIONS BELOW \*\*\***

- Quantities to be taken from improvement plans. Unit costs to be as provided on "Riverside County Improvement Worksheet".
- Show Performance Bond Amounts to the nearest \$500. Material and Labor Bond Amounts are 50% of Performance Bond Amounts.  
\*\*100% for Flood Control items.
- For construction items not covered by "Riverside County Improvement Requirement Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County 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.

**EXHIBIT B**



**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY                 | UNIT | ITEM   | UNIT COST | AMOUNT        |
|------------------------------------|------|--|-----------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |  |           | Sheet 3 of 14 |
|                                    | L.F. | Remove Curb and Gutter   | \$ 18.00  | \$ -          |
|                                    | L.F. | Remove A.C. Dike   | \$ 3.00   | \$ -          |
|                                    | S.F. | Remove Sidewalk  | \$ 10.00  | \$ -          |
|                                    | EA.  | Relocate Mailbox   | \$ 250.00 | \$ -          |
|                                    | L.F. | Remove Chain Link Fence  | \$ 7.50   | \$ -          |
| 36                                 | L.F. | Remove Barricade   | \$ 10.00  | \$ 360.00     |
| 2,954                              | Ton  | Asphalt Concrete ( 164,077 S.F.)<br>(144 lbs.cu.ft.)                           | \$ 90.00  | \$ 265,860.00 |
| 4,558                              | C.Y. | Agg Base Class II ( 164,077 S.F.)  | \$ 50.00  | \$ 227,900.00 |
| 6                                  | Ton  | Asph. Emulsion (Fog Seal / Paint Binder)<br>(1 ton = 240 gals) ( 164,077 S.F.) | \$ 600.00 | \$ 3,600.00   |
|                                    |      | Apply at 0.05 + 0.03 = 0.08 gal/sy   |           |               |
|                                    | S.F. | AC overlay (min. 0.10') ( S.F.)  | \$ 0.90   | \$ -          |
| 8,400                              | L.F. | Curb and Gutter (Type A-6)   | \$ 10.00  | \$ 84,000.00  |
|                                    | L.F. | Curb and Gutter (Type A-8)   | \$ 12.00  | \$ -          |
|                                    | L.F. | Type "C" Curb  | \$ 10.00  | \$ -          |
|                                    | L.F. | Type "D-1" Curb  | \$ 10.00  | \$ -          |
| 113                                | L.F. | Type "D" Curb  | \$ 15.00  | \$ 1,695.00   |
|                                    | L.F. | A.C. Dike (6") (incl. material & labor)  | \$ 8.00   | \$ -          |
|                                    | L.F. | A.C. Dike (8") (incl. material & labor)  | \$ 10.00  | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY                 | UNIT | ITEM   | UNIT COST    | AMOUNT        |
|------------------------------------|------|--|--------------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |  |              | Sheet 4 of 14 |
|                                    | S.F. | P.C.C. Cross Gutter and Spandrels                  | \$ 10.00     | \$ -          |
| 39,240                             | S.F. | P.C.C. Sidewalk                                    | \$ 6.00      | \$ 235,440.00 |
| 540                                | S.F. | P.C.C. Drive Approach                              | \$ 8.00      | \$ 4,320.00   |
|                                    | S.F. | P.C.C. Dip Section Std. 307                        | \$ 6.00      | \$ -          |
| 14                                 | EA.  | Handicapped Access Ramp                            | \$ 1,500.00  | \$ 21,000.00  |
|                                    | C.Y. | Structural Reinforced Concrete                     | \$ 400.00    | \$ -          |
| 252                                | L.F. | Barricades   | \$ 100.00    | \$ 25,200.00  |
|                                    | L.F. | Metal Beam Guard Railing                           | \$ 35.00     | \$ -          |
| 4,208                              | L.F. | Utility Trench, one side (Edison Telephone, Cable) |              |               |
|                                    |      | (total length of streets)                          | \$ 10.00     | \$ 42,080.00  |
|                                    | L.F. | Chain Link Fence (6')                              | \$ 15.00     | \$ -          |
|                                    | L.F. | Relocate Fence                                     | \$ 12.00     | \$ -          |
| 3                                  | EA.  | Pipe Gate  | \$ 1,000.00  | \$ 3,000.00   |
|                                    | EA.  | Relocate Power Pole                                | \$ 10,000.00 | \$ -          |
| 23                                 | EA.  | Street Lights (including conduit)                  | \$ 5,000.00  | \$ 115,000.00 |
| 6                                  | EA.  | Concrete Bulkhead                                  | \$ 200.00    | \$ 1,200.00   |
| 4                                  | EA.  | Slope Anchors for Pipes                            | \$ 300.00    | \$ 1,200.00   |
|                                    | C.Y. | Cut Off Wall (Std 2')                              | \$ 400.00    | \$ -          |
|                                    | EA.  | A.C. Overside Drain                                | \$ 500.00    | \$ -          |
|                                    | EA.  | Under Sidewalk Drain Std 309                       | \$ 2,000.00  | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY                 | UNIT | ITEM                                   | UNIT COST | AMOUNT        |
|------------------------------------|------|--|-----------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |  |           | Sheet 5 of 14 |
|                                    | EA.  | Flat Outlet Drainage Structure Std 303 | \$ 200.00 | \$ -          |
|                                    | EA.  | Curb Outlet Drainage Structure Std 308 | \$ 200.00 | \$ -          |
|                                    | S.F. | Terrace Drains and Down Drains         | \$ 6.50   | \$ -          |
|                                    | S.F. | Interceptor Drains                     | \$ 6.50   | \$ -          |
|                                    | C.Y. | R.C. Box Culvert                       | \$ 400.00 | \$ -          |
|                                    | C.Y. | Concrete Channel                       | \$ 200.00 | \$ -          |
|                                    | C.Y. | Rip Rap (1/4 Ton) Method B             | \$ 40.00  | \$ -          |
|                                    | C.Y. | Rip Rap (1/2 Ton) Method B             | \$ 45.00  | \$ -          |
|                                    | C.Y. | Rip Rap (1 Ton) Method B               | \$ 50.00  | \$ -          |
|                                    | C.Y. | Rip Rap (2 Ton) Method B               | \$ 55.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (1/4 Ton) Method B     | \$ 60.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (1/2 Ton) Method B     | \$ 67.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (1 Ton) Method B       | \$ 75.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (2 Ton) Method B       | \$ 80.00  | \$ -          |
| 1,202                              | L.F. | 18" R.C.P.                             | \$ 60.00  | \$ 72,120.00  |
| 529                                | L.F. | 24" R.C.P.                             | \$ 70.00  | \$ 37,030.00  |
| 143                                | L.F. | 30" R.C.P.                             | \$ 80.00  | \$ 11,440.00  |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY                 | UNIT | ITEM                         | UNIT COST    | AMOUNT        |
|------------------------------------|------|------------------------------|--------------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |                              |              | Sheet 6 of 14 |
| 1,224                              | L.F. | 36" R.C.P.                   | \$ 90.00     | \$ 110,160.00 |
| 8                                  | L.F. | 42" R.C.P.                   | \$ 100.00    | \$ 800.00     |
|                                    | L.F. | 48" R.C.P.                   | \$ 110.00    | \$ -          |
|                                    | L.F. | 54" R.C.P.                   | \$ 130.00    | \$ -          |
|                                    | L.F. | 60" R.C.P.                   | \$ 150.00    | \$ -          |
|                                    | L.F. | 18" C.S.P. or 21" x 15" CSPA | \$ 40.00     | \$ -          |
|                                    | L.F. | 24" C.S.P. or 28" x 20" CSPA | \$ 50.00     | \$ -          |
|                                    | L.F. | 30" C.S.P. or 35" x 24" CSPA | \$ 60.00     | \$ -          |
|                                    | L.F. | 36" C.S.P. or 42" x 29" CSPA | \$ 70.00     | \$ -          |
|                                    | L.F. | 42" C.S.P. or 49" x 33" CSPA | \$ 80.00     | \$ -          |
|                                    | L.F. | 48" C.S.P. or 57" x 38" CSPA | \$ 100.00    | \$ -          |
|                                    | L.F. | 54" C.S.P. or 64" x 43" CSPA | \$ 110.00    | \$ -          |
|                                    | L.F. | 60" C.S.P. or 71" x 47" CSPA | \$ 120.00    | \$ -          |
|                                    | EA.  | Catch Basins W = 4'          | \$ 1,700.00  | \$ -          |
| 5                                  | EA.  | Catch Basins W = 7'          | \$ 3,000.00  | \$ 15,000.00  |
| 4                                  | EA.  | Catch Basins W = 14'         | \$ 6,000.00  | \$ 24,000.00  |
|                                    | EA.  | Catch Basins W = 21'         | \$ 9,000.00  | \$ -          |
|                                    | EA.  | Catch Basins W = 28'         | \$ 12,000.00 | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY                 | UNIT | ITEM                                  | UNIT COST    | AMOUNT        |
|------------------------------------|------|---------------------------------------|--------------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |                                       |              | Sheet 7 of 14 |
|                                    | EA.  | Type IX Inlet                         | \$ 2,500.00  | \$ -          |
|                                    | EA.  | Type X Inlet                          | \$ 2,500.00  | \$ -          |
|                                    | EA.  | Junction Structure No. 1              | \$ 3,000.00  | \$ -          |
| 1                                  | EA.  | Junction Structure No. 2              | \$ 3,000.00  | \$ 3,000.00   |
|                                    | EA.  | Junction Structure No. 4              | \$ 3,500.00  | \$ -          |
|                                    | EA.  | Transition Structure No. 1            | \$ 12,500.00 | \$ -          |
|                                    | EA.  | Transition Structure No. 2            | \$ 12,500.00 | \$ -          |
| 8                                  | EA.  | Transition Structure No. 3            | \$ 2,700.00  | \$ 21,600.00  |
| 7                                  | EA.  | Manhole No. 1                         | \$ 2,700.00  | \$ 18,900.00  |
| 2                                  | EA.  | Modified Manhole No. 1                | \$ 6,500.00  | \$ 13,000.00  |
|                                    | EA.  | Manhole No. 2                         | \$ 3,300.00  | \$ -          |
| 6                                  | EA.  | Manhole No. 4                         | \$ 5,000.00  | \$ 30,000.00  |
|                                    | EA.  | Adjust Water Valve (if no water plan) | \$ 150.00    | \$ -          |
|                                    | EA.  | Adjust MH to Grade (if no sewer plan) | \$ 400.00    | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY                   | UNIT | ITEM   | UNIT COST | AMOUNT        |
|--------------------------------------|------|--|-----------|---------------|
| <b>Street Improvement (Cont'd)</b>   |      |  |           | Sheet 8 of 14 |
| <b>Signing, Striping and Signals</b> |      |  |           |               |
|                                      | S.F. | Remove Traffic Stripes and Paint               |           |               |
|                                      |      | Markings                                       | \$ 2.50   | \$ -          |
|                                      | EA.  | Remove Sign, Salvage                           | \$ 50.00  | \$ -          |
|                                      | EA.  | Relocate Roadside Sign                         | \$ 100.00 | \$ -          |
| 7                                    | EA.  | Street Name Sign                               | \$ 275.00 | \$ 1,925.00   |
| 6                                    | EA.  | Install Sign (Strap and Saddle Bracket Method) | \$ 100.00 | \$ 600.00     |
|                                      | EA.  | Install Sign Mast Arm Hanger Method)           | \$ 100.00 | \$ -          |
|                                      | EA.  | Road sign - One Post                           | \$ 250.00 | \$ -          |
|                                      | EA.  | Road sign - Two Post                           | \$ 400.00 | \$ -          |
|                                      | EA.  | Object Marker - Modified Type "F"              |           |               |
|                                      |      | Delineator                                     | \$ 60.00  | \$ -          |
|                                      | EA.  | Delineator (Class 1 Type F)                    | \$ 40.00  | \$ -          |
|                                      | EA.  | Delineator (Class 2)                           | \$ 45.00  | \$ -          |
| 13                                   | EA.  | Pavement Marker, Reflective                    | \$ 3.75   | \$ 48.75      |
|                                      | L.F. | Paint Traffic Strip (2 Coats)                  | \$ 0.30   | \$ -          |
|                                      | L.F. | 4" Thermoplastic Traffic Stripe                | \$ 0.30   | \$ -          |

**EXHIBIT B**



**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY                 | UNIT | ITEM  | UNIT COST     | AMOUNT        |
|------------------------------------|------|---|---------------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |   |               | Sheet 9 of 14 |
| 30                                 | L.F. | 12" Thermoplastic Traffic Stripe                              | \$ 0.60       | \$ 18.00      |
|                                    | S.F. | Thermoplastic Channelizing Limit Line<br>and Pavement Marking | \$ 2.25       | \$ -          |
|                                    | S.F. | Thermoplastic Cross Walk and Pavement<br>Marking              | \$ 3.00       | \$ -          |
|                                    | L.S. | Signal and Lighting   | \$ 130,000.00 | \$ -          |
|                                    |      | <b>Landscaping</b>  |               |               |
|                                    | S.F. | Maintenance Walk Std. 113                                     | \$ 4.00       | \$ -          |
|                                    | S.F. | Colored Stamped Concrete                                      | \$ 10.00      | \$ -          |
| 47                                 | EA.  | Street Trees (15 Gallon)                                      | \$ 100.00     | \$ 4,700.00   |
|                                    | S.F. | Landscape and Irrigation                                      | \$ 3.50       | \$ -          |
|                                    | C.Y. | Landscape Fill Material                                       | \$ 27.00      | \$ -          |
|                                    | EA.  | Water Meter   | \$ 7,000.00   | \$ -          |
|                                    | EA.  | Electric Meter  | \$ 10,000.00  | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY  | UNIT | ITEM                               | UNIT COST   | AMOUNT                 |
|---|------|------------------------------------|-------------|------------------------|
| <b>Street Improvement (Cont'd)</b>  |      |                                    |             | Sheet 10 of 14         |
| Other Items Not Listed  |      |                                    |             | \$ -                   |
| 36  | LF   | Remove AC Berm                     | \$ 10.00    | \$ 360.00              |
| 15  | EA   | Gutter Depression for Curb Opening | \$ 750.00   | \$ 11,250.00           |
| 4   | EA   | Catch Basins W=10'                 | \$ 6,800.00 | \$ 27,200.00           |
| 5   | EA   | Concrete Collar                    | \$ 1,000.00 | \$ 5,000.00            |
| 2   | EA   | Thermoplastic "STOP" legend        | \$ 3.00     | \$ 6.00                |
| A. Subtotal   |      |                                    |             | \$ 1,536,932.75        |
| B. Administrative Contingency (20 % x A)  |      |                                    |             | \$ 307,386.55          |
| NOTE: Use 20% for TR and PM   |      |                                    |             |                        |
| Use 5% for PP, CU, PU, MS and VL Cases  |      |                                    |             |                        |
| C. Streets/Drainage Total (A + B)   |      |                                    |             | <b>\$ 1,844,319.30</b> |
| BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN<br>(ORD. 460, SEC. 10.3E) |      |                                    |             |                        |
| D. 20% x C  |      |                                    |             | \$ 368,863.86          |
| Streets/Drainage Total (C + D)  |      |                                    |             | \$ 2,213,183.16        |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY   | UNIT | ITEM                        | UNIT COST   | AMOUNT         |
|--|------|-----------------------------|-------------|----------------|
| <b>Water Improvement</b>   |      |                             |             | Sheet 11 of 14 |
| Show quantities on this sheet only if project has a water plan. If no water plan then show applicable quantities as part of street improvements. |      |                             |             |                |
|  | L.F. | 4" Waterline                | \$ 13.00    | \$ -           |
| 65   | L.F. | 6" Waterline                | \$ 16.00    | \$ 1,040.00    |
| 4,148  | L.F. | 8" Waterline                | \$ 21.00    | \$ 87,108.00   |
|  | L.F. | 10" Waterline               | \$ 27.00    | \$ -           |
| 5,039  | L.F. | 12" Waterline               | \$ 31.00    | \$ 156,209.00  |
|  | EA.  | 4" Gatevalve                | \$ 650.00   | \$ -           |
|  | EA.  | 6" Gatevalve                | \$ 800.00   | \$ -           |
| 20   | EA.  | 8" Gatevalve                | \$ 850.00   | \$ 17,000.00   |
|  | EA.  | 10" Gatevalve               | \$ 1,050.00 | \$ -           |
| 13   | EA.  | 12" Gatevalve               | \$ 1,250.00 | \$ 16,250.00   |
|  | EA.  | Fire Hydrants (6") Super    | \$ 2,500.00 | \$ -           |
| 13   | EA.  | Fire Hydrants (6") Standard | \$ 2,300.00 | \$ 29,900.00   |
|  | EA.  | 4" Misc. Fittings           | \$ 150.00   | \$ -           |
|  | EA.  | 6" Misc. Fittings           | \$ 200.00   | \$ -           |
| 10   | EA.  | 8" Misc. Fittings           | \$ 250.00   | \$ 2,500.00    |
|  | EA.  | 10" Misc. Fittings          | \$ 280.00   | \$ -           |
| 8  | EA.  | 12" Misc. Fittings          | \$ 320.00   | \$ 2,560.00    |
|  | EA.  | Blowoffs (4")               | \$ 1,600.00 | \$ -           |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY                | UNIT | ITEM   | UNIT COST   | AMOUNT               |
|-----------------------------------|------|--|-------------|----------------------|
| <b>Water Improvement (Cont'd)</b> |      |  |             | Sheet 12 of 14       |
|                                   | EA.  | Service Connections  | \$ 475.00   | \$ -                 |
|                                   | EA.  | Adjust Water Valve to Grade                                    | \$ 200.00   | \$ -                 |
|                                   | EA.  | Relocation of Blowoff  | \$ 1,000.00 | \$ -                 |
| 3                                 | EA.  | Air and Vacuum Valve   | \$ 1,850.00 | \$ 5,550.00          |
|                                   |      | <b>Other Items Not Listed</b>                                  |             |                      |
| 2                                 | EA.  | 6" Blowoff Assembly  | \$ 2,000.00 | \$ 4,000.00          |
| 45                                | EA.  | 1" Water Service Connection w/ 3/4" Meter                      | \$ 650.00   | \$ 29,250.00         |
| 7                                 | EA.  | Temporary End of Pipe Plug                                     | \$ 200.00   | \$ 1,400.00          |
| 2                                 | EA.  | 12"x12"x8" D.I. Flanged Tee / TB                               | \$ 250.00   | \$ 500.00            |
| 110                               | L.F. | Pipe Sleeves   | \$ 50.00    | \$ 5,500.00          |
| 6                                 | EA.  | 2" Recycled Water Connection w/1-3/4" meter                    | \$ 1,000.00 | \$ 6,000.00          |
| 24                                | EA.  | Flex Pipe Adapter  | \$ 200.00   | \$ 4,800.00          |
|                                   | A.   | Subtotal   |             | \$ 369,567.00        |
|                                   | B.   | Administrative Contingency (20 % x A)                          |             | \$ 73,913.40         |
|                                   |      | NOTE: Use 20% for TR and PM                                    |             |                      |
|                                   |      | Use 5% for PP, CU, PU, MS and VL Cases                         |             |                      |
|                                   | C.   | Water Total (A + B)  |             | <b>\$ 443,480.40</b> |
|                                   |      | <b>BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN</b> |             |                      |
|                                   |      | (ORD. 460, SEC. 10.3E)   |             |                      |
|                                   | D.   | 20% x C  |             | \$ 88,696.08         |
|                                   |      | Water Total (C + D)  |             | \$ 532,176.48        |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY   | UNIT | ITEM                          | UNIT COST   | AMOUNT         |
|--|------|-------------------------------|-------------|----------------|
| <b>Sewer Improvement</b>   |      |                               |             | Sheet 13 of 14 |
| Show quantities on this sheet only if project has a sewer plan. If no sewer plan then show applicable quantities as part of street improvements. |      |                               |             |                |
|  | L.F. | 4" V.C.P.                     | \$ 15.00    | \$ -           |
|  | L.F. | 6" V.C.P.                     | \$ 25.00    | \$ -           |
| 4,474  | L.F. | 8" V.C.P.                     | \$ 25.00    | \$ 111,850.00  |
|  | L.F. | 10" V.C.P.                    | \$ 35.00    | \$ -           |
|  | L.F. | 12" V.C.P.                    | \$ 40.00    | \$ -           |
| 7  | EA.  | 48" Standard Manholes         | \$ 2,500.00 | \$ 17,500.00   |
|  | EA.  | Drop Manholes                 | \$ 4,000.00 | \$ -           |
|  | EA.  | Cleanouts                     | \$ 500.00   | \$ -           |
|  | EA.  | Sewer Y's                     | \$ 30.00    | \$ -           |
|  | EA.  | Chimneys                      | \$ 400.00   | \$ -           |
|  | EA.  | Adjust M.H. to grade          | \$ 500.00   | \$ -           |
|  | L.F. | Concrete Encasement           | \$ 35.00    | \$ -           |
| <b>Other Items Not Listed</b>  |      |                               |             |                |
| 13   | EA.  | 60" Sewer Manhole             | \$ 3,000.00 | \$ 39,000.00   |
| 1,328  | L.F. | 4" Sewer Lateral              | \$ 16.00    | \$ 21,248.00   |
| 7  | EA.  | Temporary End of Pipe Plug    | \$ 1,000.00 | \$ 7,000.00    |
| 1  | EA.  | Remove Plug and Join Existing | \$ 500.00   | \$ 500.00      |
| A. Subtotal  |      |                               |             | \$ 197,098.00  |
| B. Administrative Contingency (20 % x A)   |      |                               |             | \$ 39,419.60   |
| NOTE: Use 20% for TR and PM  |      |                               |             |                |
| Use 5% for PP, CU, PU, MS and VL Cases   |      |                               |             |                |
| C. Sewer Total (A + B)   |      |                               |             | \$ 236,517.60  |
| <b>BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAN</b>   |      |                               |             |                |
| (ORD. 460, SEC. 10.3E)   |      |                               |             |                |
| D. 20% x C   |      |                               |             | \$ 47,303.52   |
| Sewer Total (C + D)  |      |                               |             | \$ 283,821.12  |

**EXHIBIT B**

Unit Costs 9/03

Format 11/10/03

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: Tract 31210 - Weathervane Drive and Shady Oak Drive

Date: 10/04/06

| ESTIMATED QUANTITY  | UNIT | ITEM  | UNIT COST    | AMOUNT |
|---|------|---|--------------|--------|
| Parcel Map or Tract Map No. <u>31210</u> Sch. <u>A</u> Date <u>10/04/06</u> |      |   |              |        |
| PP, CU, PU, MS OR VL No. _____ By: _____                                    |      |   |              |        |
| <b>Improvement Costs (Including contingencies)</b>                          |      |   |              |        |
|   |      | I. Streets/Drainage (Line C from Page 10)         | \$ 1,844,319 |        |
|   |      | II. Water (Line C from Page 12)                   | \$ 443,480   |        |
|   |      | III. Sewer (Line C from Page 13)                  | \$ 236,518   |        |
| <b>Plan Check Fee Calculation</b>   |      |   |              |        |
|   |      | A. Streets/Drainage ( 2% x I.)                    | \$ 36,886.39 |        |
| Note: Use 2% for TR   |      |   |              |        |
| Use 6% for PM   |      |   |              |        |
| Use 6.5% for PP, CU, PU, MS and VL  |      |   |              |        |
|   |      | B. Water and Sewer (1% x II. And III.)            | \$ 6,799.98  |        |
| Note: Use 1% for all  |      |   |              |        |
|   |      | C. Total Plan Check Fee (A + B)                   | \$ 43,686.37 |        |
| <b>Surcharge Fee Calculation</b>  |      |   |              |        |
|   |      | D. Surcharge Fee (20% x C)                        | \$ 8,737.27  |        |
|   |      | E. Total Plan Check Fee and Surcharge Fee (C + D) | \$ 52,423.64 |        |
| <b>Comments</b>   |      |   |              |        |
|   |      |   |              |        |
|   |      |   |              |        |
|   |      |   |              |        |
| <b>Minimum Plan Check Fee Requirements</b>                                  |      |   |              |        |
| For TR (Sch. A, B, C, D) and PM (Sch. E, F, G) - Minimum \$1,875            |      |   |              |        |
| For PM (Sch. H, I) - Minimum \$800  |      |   |              |        |
| For PP/CU/PU/MS/VL - minimum \$500  |      |   |              |        |

**EXHIBIT B**

RECEIVED

MAY 24 2007

BOYLE-ONTARIO

II. Construction Cost Worksheet and Plan Check Fee Calc Sheet

Sheet 1 of 13

PARCEL MAP OR TRACT NO.
PP, CU, PU, MS OR VL No. MS #4141, IP #070044
(Named on this bond: Tract 31485 IP #030485
Tract 31210 IP #030262; Tract 31210-1 IP #050202; Tract 31210-2 IP #050188)

Date: 05/23/07
By: Gavin Powell, P.E.

Table with 3 columns: Improvements, Faithful Performance Security (100% of Estimated Construction costs), and Material & Labor Security (50% of Estimated Construction Costs). Rows include Streets/Drainage, Flood Control, Water District EVMWD, Sewer District EVMWD, Total, and Warranty Retention (10%).

Design Engineers Calculation of Improvement Bonding Costs

Construction items and their quantities as shown on 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.

Above amounts do [ ] / do not [x] include additional 20% for recordation prior to having signed plans (Ordinance 160, Section 10.3E).

Signature: Gavin Powell

Date: 5/23/2007

Name typed or printed: GAVIN POWELL, P.E.



Civil Engineer's Stamp

\*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide copy of F.C.D. letter stating cost estimate.

\*\*\* PLEASE READ INSTRUCTIONS BELOW \*\*\*

- 1. Quantities to be taken from improvement plans. Unit costs to be as provided on "Riverside County Improvement Worksheet".
2. Show Performance Bond Amounts to the nearest \$500. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. \*\*100% for Flood Control items.
3. For construction items not covered by "Riverside County Improvement Requirement Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County 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.

EXHIBIT B





**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: MS 4141, IP #070044 - Tr 31485 Off-site Sewer and Water

Date: 05/23/07

| ESTIMATED QUANTITY                 | UNIT | ITEM   | UNIT COST | AMOUNT        |
|------------------------------------|------|--|-----------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |  |           | Sheet 3 of 13 |
|                                    | L.F. | Remove Curb and Gutter   | \$ 18.00  | \$ -          |
|                                    | L.F. | Remove A.C. Dike   | \$ 3.00   | \$ -          |
|                                    | S.F. | Remove Sidewalk  | \$ 10.00  | \$ -          |
|                                    | EA.  | Relocate Mailbox   | \$ 250.00 | \$ -          |
|                                    | L.F. | Remove Chain Link Fence  | \$ 7.50   | \$ -          |
|                                    | L.F. | Remove Barricade   | \$ 10.00  | \$ -          |
| 174                                | Ton  | Asphalt Concrete (9,660 S.F.)<br>(144 lbs.cu.ft.)                      | \$ 90.00  | \$ 15,660.00  |
| 179                                | C.Y. | Agg Base Class II (9,660 S.F.)   | \$ 50.00  | \$ 8,950.00   |
|                                    | Ton  | Asph. Emulsion (Fog Seal / Paint Binder)<br>(1 ton = 240 gals) ( S.F.) | \$ 600.00 | \$ -          |
|                                    |      | Apply at 0.05 + 0.03 = 0.08 gal/sy                                     |           |               |
|                                    | S.F. | AC overlay / Pavement Replacement (min. 0.10')                         | \$ 0.90   | \$ -          |
|                                    | L.F. | Curb and Gutter (Type A-6)   | \$ 10.00  | \$ -          |
|                                    | L.F. | Curb and Gutter (Type A-8)   | \$ 12.00  | \$ -          |
|                                    | L.F. | Type "C" Curb  | \$ 10.00  | \$ -          |
|                                    | L.F. | Type "D-1" Curb  | \$ 10.00  | \$ -          |
|                                    | L.F. | Type "D" Curb  | \$ 15.00  | \$ -          |
|                                    | L.F. | A.C. Dike (6") (incl. material & labor)                                | \$ 8.00   | \$ -          |
|                                    | L.F. | A.C. Dike (8") (incl. material & labor)                                | \$ 10.00  | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: MS 4141, IP #070044 - Tr 31485 Off-site Sewer and Water

Date: 05/23/07

| ESTIMATED QUANTITY                 | UNIT | ITEM   | UNIT COST    | AMOUNT        |
|------------------------------------|------|--|--------------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |  |              | Sheet 4 of 13 |
|                                    | S.F. | P.C.C. Cross Gutter and Spandrels                  | \$ 10.00     | \$ -          |
|                                    | S.F. | P.C.C. Sidewalk                                    | \$ 6.00      | \$ -          |
|                                    | S.F. | P.C.C. Drive Approach                              | \$ 8.00      | \$ -          |
|                                    | S.F. | P.C.C. Dip Section Std. 307                        | \$ 6.00      | \$ -          |
|                                    | EA.  | Handicapped Access Ramp                            | \$ 1,500.00  | \$ -          |
|                                    | C.Y. | Structural Reinforced Concrete                     | \$ 400.00    | \$ -          |
|                                    | L.F. | Barricades   | \$ 100.00    | \$ -          |
|                                    | L.F. | Metal Beam Guard Railing                           | \$ 35.00     | \$ -          |
|                                    | L.F. | Utility Trench, one side (Edison Telephone, Cable) |              | \$ -          |
|                                    |      | (total length of streets)                          | \$ 10.00     | \$ -          |
|                                    | L.F. | Chain Link Fence (6')                              | \$ 15.00     | \$ -          |
|                                    | L.F. | Relocate Fence                                     | \$ 12.00     | \$ -          |
|                                    | EA.  | Pipe Gate  | \$ 1,000.00  | \$ -          |
|                                    | EA.  | Relocate Power Pole                                | \$ 10,000.00 | \$ -          |
|                                    | EA.  | Street Lights (including conduit)                  | \$ 5,000.00  | \$ -          |
|                                    | EA.  | Concrete Bulkhead                                  | \$ 200.00    | \$ -          |
|                                    | EA.  | Slope Anchors for Pipes                            | \$ 300.00    | \$ -          |
|                                    | C.Y. | Cut Off Wall (Std 2')                              | \$ 400.00    | \$ -          |
|                                    | EA.  | A.C. Overside Drain                                | \$ 500.00    | \$ -          |
|                                    | EA.  | Under Sidewalk Drain Std 309                       | \$ 2,000.00  | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: MS 4141, IP #070044 - Tr 31485 Off-site Sewer and Water

Date: 05/23/07

| ESTIMATED QUANTITY                 | UNIT | ITEM                                   | UNIT COST | AMOUNT        |
|------------------------------------|------|--|-----------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |  |           | Sheet 5 of 13 |
|                                    | EA.  | Flat Outlet Drainage Structure Std 303 | \$ 200.00 | \$ -          |
|                                    | EA.  | Curb Outlet Drainage Structure Std 308 | \$ 200.00 | \$ -          |
|                                    | S.F. | Terrace Drains and Down Drains         | \$ 6.50   | \$ -          |
|                                    | S.F. | Interceptor Drains                     | \$ 6.50   | \$ -          |
|                                    | C.Y. | R.C. Box Culvert                       | \$ 400.00 | \$ -          |
|                                    | C.Y. | Concrete Channel                       | \$ 200.00 | \$ -          |
|                                    | C.Y. | Rip Rap (1/4 Ton) Method B             | \$ 40.00  | \$ -          |
|                                    | C.Y. | Rip Rap (1/2 Ton) Method B             | \$ 45.00  | \$ -          |
|                                    | C.Y. | Rip Rap (1 Ton) Method B               | \$ 50.00  | \$ -          |
|                                    | C.Y. | Rip Rap (2 Ton) Method B               | \$ 55.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (1/4 Ton) Method B     | \$ 60.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (1/2 Ton) Method B     | \$ 67.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (1 Ton) Method B       | \$ 75.00  | \$ -          |
|                                    | C.Y. | Grouted Rip Rap (2 Ton) Method B       | \$ 80.00  | \$ -          |
|                                    | L.F. | 18" R.C.P.                             | \$ 60.00  | \$ -          |
|                                    | L.F. | 24" R.C.P.                             | \$ 70.00  | \$ -          |
|                                    | L.F. | 30" R.C.P.                             | \$ 80.00  | \$ -          |

**EXHIBIT B**

**RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
IMPROVEMENT REQUIREMENT WORKSHEET**

Engineer's Estimate

Project: MS 4141, IP #070044 - Tr 31485 Off-site Sewer and Water

Date: 05/23/07

| ESTIMATED QUANTITY                 | UNIT | ITEM                         | UNIT COST    | AMOUNT        |
|------------------------------------|------|------------------------------|--------------|---------------|
| <b>Street Improvement (Cont'd)</b> |      |                              |              | Sheet 6 of 13 |
|                                    | L.F. | 36" R.C.P.                   | \$ 90.00     | \$ -          |
|                                    | L.F. | 42" R.C.P.                   | \$ 100.00    | \$ -          |
|                                    | L.F. | 48" R.C.P.                   | \$ 110.00    | \$ -          |
|                                    | L.F. | 54" R.C.P.                   | \$ 130.00    | \$ -          |
|                                    | L.F. | 60" R.C.P.                   | \$ 150.00    | \$ -          |
|                                    | L.F. | 18" C.S.P. or 21" x 15" CSPA | \$ 40.00     | \$ -          |
|                                    | L.F. | 24" C.S.P. or 28" x 20" CSPA | \$ 50.00     | \$ -          |
|                                    | L.F. | 30" C.S.P. or 35" x 24" CSPA | \$ 60.00     | \$ -          |
|                                    | L.F. | 36" C.S.P. or 42" x 29" CSPA | \$ 70.00     | \$ -          |
|                                    | L.F. | 42" C.S.P. or 49" x 33" CSPA | \$ 80.00     | \$ -          |
|                                    | L.F. | 48" C.S.P. or 57" x 38" CSPA | \$ 100.00    | \$ -          |
|                                    | L.F. | 54" C.S.P. or 64" x 43" CSPA | \$ 110.00    | \$ -          |
|                                    | L.F. | 60" C.S.P. or 71" x 47" CSPA | \$ 120.00    | \$ -          |
|                                    | EA.  | Catch Basins W = 4'          | \$ 1,700.00  | \$ -          |
|                                    | EA.  | Catch Basins W = 7'          | \$ 3,000.00  | \$ -          |
|                                    | EA.  | Catch Basins W = 14'         | \$ 6,000.00  | \$ -          |
|                                    | EA.  | Catch Basins W = 21'         | \$ 9,000.00  | \$ -          |
|                                    | EA.  | Catch Basins W = 28'         | \$ 12,000.00 | \$ -          |

**EXHIBIT B**