

Attachment B  
Subdivision  
Improvement  
Agreement for Tract  
Map 20275

**RECORDING REQUESTED BY:**  
First American Title Company  
Homebuilder Services Division

**WHEN RECORDED MAIL TO:**

CITY OF VICTORVILLE  
ENGINEERING DEPARTMENT  
14343 CIVIC DRIVE  
VICTORVILLE, CA 92392

Order: 1709385



Electronically  
Recorded in Official Records  
San Bernardino County

Assessor-Recorder-County Clerk

**DOC# 2022-0376507**

11/17/2022  
11:06 AM  
SAN

F3010

Titles: 1    Pages: 53

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	\$0.00
<b>Total</b>	<b>\$0.00</b>

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**SUBDIVISION IMPROVEMENT AGREEMENT**

**(Lien Agreement as Security)**

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Recording Requested By:  
First American Title Company  
Homebuilder Services Division

RECORDING REQUESTED BY  
CITY OF VICTORVILLE

WHEN RECORDED RETURN TO:  
CITY OF VICTORVILLE  
ENGINEERING DEPT.  
14343 CIVIC DR.  
VICTORVILLE, CA 92392

APN 3133-111-01

SPACE ABOVE FOR RECORDER'S USE  
RECORDING OF THIS DOCUMENT IS FEE-EXEMPT  
GOVERNMENT CODE SECTIONS 6103, 27383, AND 27388.1(2)(D)

1709385

**SUBDIVISION IMPROVEMENT AGREEMENT**  
**(Lien Agreement as Security)**  
(ESUB21-00002; Tract Map No. 20275)

**THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement")** is made and entered into by and between the City of Victorville, a California municipal corporation and charter City, hereinafter referred to as "**City**", and KB Homes Greater Los Angeles Inc., a California corporation, hereinafter referred to as "**Subdivider**". City and Subdivider are sometimes hereinafter referred to individually as a "**Party**" and collectively referred to as the "**Parties**."

**RECITALS**

**WHEREAS**, this Agreement is executed pursuant to the provisions of the California Subdivision Map Act, *Government Code section 66410 et seq.* (the "**Map Act**") and the ordinances and regulations of the City relating to the filing, approval, and recordation of subdivision maps, including without limitation, Title 17 and the applicable provisions of Title 16 of the Victorville Municipal Code (the "**VMC**"). The Map Act and the aforementioned ordinances and regulations of the City are collectively referred to hereinafter as the "**Subdivision Laws**" and Subdivider acknowledges familiarity with said Subdivision Laws and hereby agrees to comply therewith; and

**WHEREAS**, Subdivider is currently the record fee owner of that certain real property situated in the City of Victorville, County of San Bernardino, State of California, as more particularly described in Exhibit A, attached hereto (hereinafter called the "**Subdivision**"); and

**WHEREAS**, Subdivider has presented to the City for approval a final subdivision or parcel map, entitled Tract Map No. 20275, as more particularly depicted in Exhibit B attached hereto (hereinafter called the "**Map**"), recorded in Map Book 364, Pages 38, through 43, inclusive in the records of San Bernardino County, California; and

**WHEREAS**, Subdivider has requested approval of the Map prior to the construction and completion of the associated required public improvements which are a part of, or appurtenant to, the Subdivision designated in the Map, including installation of all streets, highways, public ways, sidewalks, curbs, gutters, storm drainage and other drainage facilities, public utility facilities, recreation facilities, median and parkway landscaping and irrigation, and other public improvements that are required by the Subdivision Laws and/or the conditions of approval imposed on the Map, as set forth on the tentative map previously approved by the City and in the City's Planning Commission Resolution No(s). P-20-023, (collectively the "**Conditions of Approval**"); and

**WHEREAS**, the City Council of the City has found and determined that it would not be in the public interest to require the installation of the public improvements described in the preceding recital (collectively hereinafter the "**Required Improvements**") sooner than two (2) years after the recordation of the Map.

**NOW THEREFORE**, for and in consideration of the approval of the Map and of the acceptance of the dedications therein offered, and in order to insure satisfactory performance by Subdivider of Subdivider's obligations under the Subdivision Laws and this Agreement, the Parties agree as follows:

1. Performance of Work; Required Improvements

Subdivider will do and perform, or cause to be done and performed, at Subdivider's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the City Engineer, all of the work and Required Improvements for this Subdivision in accordance with the plans and specifications on file as herein specified, or with any changes required or ordered by said Engineer, which in his opinion are necessary or required to complete the work. All such construction, installation and other related work shall be performed at Subdivider's sole expense.

2. Work: Places and Grades to be Approved by Engineer

All of said work is to be done at the places, of the materials, in the manner, and at the grades, all as shown upon the plans and specifications heretofore approved by City Engineer (hereinafter the "**Approved Plans**") and which are now on file in his office, and to the satisfaction of said City Engineer. The actual work of surveying shall be performed by the Subdivider's engineer.

3. Specifications

(a) The Required Improvements and work embraced herein shall be done in accordance with the provisions of the Greenbook Standard Specifications for Public Works Construction, as adopted by the Greenbook Committee, current edition, insofar as they may apply (hereinafter the "**Greenbook Specifications**"), and the City of Victorville Standard Specifications for Public Improvements (hereinafter the "**City Standard Specifications**"). Whenever in the Greenbook Specifications the following terms are used, they shall be understood to mean the following:

(1) Agency: City of Victorville, California.

(2) Board: Victorville City Council

(3) Engineer: Whenever the term is not qualified, shall mean the City Engineer of the City of Victorville, California acting either directly or through his properly authorized agents, each agent acting only within the scope of the authority delegated to him.

(4) Laboratory: The laboratory to be approved by the City of Victorville to test materials and work involved in the construction provided for under this Agreement.

(b) In case of conflict between the Greenbook Specifications and the City Standard Specifications, the City Standard Specifications shall prevail.

(c) In case of conflict between the Greenbook Specifications, the City Standard Specifications, and the Approved Plans and this Agreement, the Approved Plans and this Agreement shall take precedence over and be used in lieu of such conflicting portions of the Greenbook Specifications or City Standard Specifications.

4. Work: Time for Commencement and Completion of Required Improvements

(a) The work of installing the Required Improvements shall commence within the time provided for in Section I.E of the Lien Agreement attached hereto as Exhibit C, but in no event later than the date that is six (6) years (ten (10) years in the event of an extension under VMC Section 17.64.065(h)) after the date this Agreement, the Map, and the Lien Agreement are recorded in the San Bernardino County Recorder's Office (hereinafter the "**Commencement Date**").

Recordation shall take place only after the City Council has approved the Map, the Lien Agreement, and this Agreement.

- (b) The City hereby fixes the time for the completion of said Required Improvements work to be not less than two (2) years after the Commencement Date (hereinafter the "**Completion Date**"), unless an extension is granted as set forth in Section 5, below.

5. Time of Essence - Extension

Time is of the essence in this Agreement; provided, that in the event good cause is shown therefor, the City Manager or the City Council may extend the Completion Date. Any such extension may be granted without notice to the Subdivider's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Manager or City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. All references to the City Manager in this Agreement shall be deemed to include his/her duly authorized designees.

6. Repairs and Replacements

Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all pipes and monuments shown on the Map which have been destroyed or damaged. Subdivider shall also replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City, or any public or private utility corporation, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer. In lieu of making the aforementioned replacements and repairs to any property damaged or destroyed by the work, Subdivider may pay to the owner(s) of said property, the entire cost of such replacement or repair.

7. Permits; Compliance with Law

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such Required Improvements, give all necessary notices and pay all fees and taxes required by law. Subdivider agrees to procure, at his expense, any necessary permits required for the opening of any state or county roads or easements outside the jurisdiction of City.

8. Superintendence by Subdivider

Subdivider shall give personal superintendence to the work on said Required Improvements, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider.

9. Inspection by City

Subdivider shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the work, and to the shops wherein the work is in preparation.

10. Contract Security

(a) The City Council has made a finding that it would not be in the public interest to require installation of the Required Improvements sooner than two (2) years after the recordation of Map. Pursuant to the Subdivision Laws, the City is authorized to accept a lien agreement to secure Subdivider's performance under this Agreement, subject to the terms and conditions of Chapter 17.64 and in particular Section 17.64.065 of the VMC. Therefore, concurrently with the execution hereof, Subdivider has secured the performance of its obligations hereunder by entering into the Lien Agreement attached hereto as Exhibit C.

(b) In accordance with the provisions of said Lien Agreement, including but not limited to Sections I.D and I.E thereof, Subdivider shall, prior to obtaining any construction or other permits required

hereunder, and prior to commencing any work on the Required Improvements, substitute other forms of security as specified in VMC Sections 17.64.060(a)(1)-(3) and satisfactory to the City in place of said Lien Agreement. The substitute securities shall be in the amounts and for the purposes set forth below, except that the amounts shall be calculated using the estimated cost of the Required Improvements at the time of said substitution, as ascertained by the City Engineer:

- (1) Performance security in an amount equal to at least one hundred percent (100%) of the approved Engineer's estimate as security for the faithful performance of this Agreement.
  - (2) Labor and materials security in an amount equal to at least fifty percent (50%) of said estimate as security for the payment of all persons performing labor and furnishing materials in the construction of this tract, including any claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code.
  - (3) Monument security in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments, as determined by the City Engineer, to guarantee and secure the placement of such monuments.
- (c) The substitute securities specified above shall be in the form of cash deposits, an irrevocable letter of credit which meets the requirements of VMC Section 17.64.060(a)(3), or bonds provided by a corporate surety admitted by the California Department of Insurance to transact surety insurance business in California (with a Best's Insurance Guide rating of no less than A-) and written on such forms as may be provided by State statute for such purposes and approved by the City, or in such other form as may be provided for by law and satisfactory to City. Security instruments shall be worded and dated to become effective immediately upon failure of the Subdivider to complete the Required Improvements specified in this Agreement by the Completion Date, including any extension(s) thereof which have been granted by the City Council or the City Manager as set forth in Section 5 hereof. In the event corporate surety bonds are used as substitute securities, at the time of substitution, the Parties will amend this Agreement to include the name and address of Surety for purposes of providing notice as set forth in Section 20 hereof.

11. Defense, Indemnification, and Hold-Harmless Agreement.

- (a) To the fullest extent permitted by law, Subdivider agrees to and shall defend, indemnify, and hold harmless the City, its officers, employees, agents, and elective and appointive boards from and against any and all claims, losses, damages, including property damage, personal injury, including death, costs, including attorney fees, and liability of any kind or nature directly or indirectly arising out of or in any way connected with performance under this Agreement and/or the construction of the Required Improvements by the Subdivider, its contractors or subcontractors, or of any person directly or indirectly employed by, or acting as agent for the Subdivider, its contractors or subcontractors, save and except those matters arising from the sole, active negligence of the City.
- (b) This defense, indemnification, and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorney fees, and liability for injuries occurring after completion of the construction of the Required Improvements as well as during construction, and shall apply regardless of whether or not the City has prepared, supplied or approved the plans and/or specifications for the Required Improvements or has inspected or accepted the same.
- (c) Acceptance of insurance required under this Agreement shall not relieve Subdivider from liability under this defense, indemnification, and hold harmless provision. Subdivider's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City.

- (d) The Parties intend that this Section 11 shall be broadly construed to effectuate its purpose.

12. Subdivider's Insurance

- (a) *Comprehensive General Liability Insurance.* Prior to the Commencement Date, Subdivider shall procure and maintain at its own expense, during the initial term of this Agreement (and during any extension periods), Comprehensive General Liability insurance (including contractual liability), of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Subdivider or its officers, employees, servants, volunteers, and agents and independent contractors.
- (b) *Commercial Vehicle (Automobile) Liability Insurance.* Prior to the Commencement Date, Subdivider shall further procure and maintain, at its own expense, during the initial term of this Agreement (and during any extension periods) Commercial Vehicle Liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Subdivider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.
- (c) *Workers' Compensation Insurance.* Prior to the Commencement Date, Subdivider shall procure and maintain at its own expense, during the initial term of this Agreement (and during any extension periods), Workers' Compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by the Subdivider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Subdivider shall provide adequate insurance for the protection of such employees to the satisfaction of the City.
- (d) *Additional Named Insureds.* Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.
- (e) *Waiver of Subrogation Rights.* Subdivider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.
- (f) *Proof of Insurance Coverage; Required Endorsements.* Subdivider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and following policy endorsements at least one (1) business day prior to the Commencement Date and prior to commencing work on the Required Improvements.
- (1) The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.
- (2) Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

- (3) Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the initial term (and during any extension periods) of this Agreement.
- (4) The Comprehensive General Liability and Commercial Vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Subdivider's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Subdivider's insurance and shall not contribute with it."
- (g) *Applicability of Insurance Requirements.* All insurance requirements contained in this Agreement are applicable to any contract entered into by Subdivider and/or any of Subdivider's contractors, subcontractors, agents, and/or employees. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required under this Section, nor shall Subdivider allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. Subdivider shall provide the City with not less than thirty (30) days' notice prior to the cancellation, reduction, or termination of any insurance coverages required by this Section. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.
13. Title to Required Improvements; Risk of Loss  
Title to, and ownership of all Required Improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such Improvements by City. Until such time as the Required Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Required Improvements constructed or installed and shall be responsible for the care, maintenance of, and any damage to such Required Improvements. Neither City, nor any of its agents, officers, or employees shall be liable or responsible for any accident, loss, or damage, regardless of cause, happening or occurring to the Required Improvements prior to the completion by Subdivider and acceptance of same by City.
14. Repair or Reconstruction of Defective Work  
If, within a period of one year after final acceptance of the Required Improvements and work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%).
15. Subdivider not Agent of City  
Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.
16. Cost of Engineering and Inspection  
Subdivider shall pay City in accordance with Chapter 17, of the Victorville Municipal Code, for all engineering, inspection, and other services furnished by City in connection with the Subdivision.
17. Default; Notice  
The following events shall constitute a default under this Agreement: If Subdivider refuses or fails to prosecute the work on the Required Improvements, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the Required Improvements within such time; if Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency; or if Subdivider or any of Subdivider's contractors,

subcontractors, agents, or employees should violate any of the provisions of this Agreement. In the event of Subdivider's default, the City may serve written notice upon Subdivider and Subdivider's surety of the default under this Agreement. Subdivider shall have fifteen (15) days from receipt of written notice by City to cure any such default.

18. Breach of Agreement; Performance by Surety or City

- (a) In the event Subdivider is in default under this Agreement, and the applicable cure period set forth in Section 17 hereof has expired without such default having been cured by Subdivider, Subdivider shall be deemed to be in breach of this Agreement, and the City may thereafter deliver a notice of breach to Subdivider's surety, if any, and such surety shall have the duty to take over and complete the work on the Required Improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of the surety's intent to take over the performance of the Agreement, or does not commence performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Subdivider, and the Subdivider's surety shall be liable to the City for any excess cost or damages incurred by the City. In such event, the City, without liability for so doing, may take possession of and utilize in completing the work such materials, appliances, plants or other property belonging to Subdivider as may be on the site of the work and necessary therefor. The remedy provided by this paragraph is in addition to, and not in lieu of, other remedies available to the City. The City reserves to itself all remedies available to it at law or in equity for a breach of Subdivider's obligations under this Agreement.
- (b) In addition to any other remedy the City may have, a breach of this Agreement by the Subdivider may result in the Subdivision being reverted to acreage and shall further constitute consent to the filing by the City of a notice of violation against all the lots in the Subdivision. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. If the form of contract security is other than a bond, the City, after giving notice of breach of the Agreement, may proceed to collect against the contract security in the manner provided by law and by the terms of the security instrument.
- (c) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not constitute a waiver of that default or breach, or any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.
- (d) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

19. Completion; Warranty

- (a) Subject to the provisions of subdivision (b) of this Section, upon completion of all the Required Improvements, and upon the City Council authorizing a written Notice of Completion and Acceptance of said work, the City will release all hold and any claims to eighty percent (80%) of the amount of securities posted for faithful performance as specified in Section 10, above. The remaining twenty percent (20%) shall be held by the City for a period of one (1) year after the date of the Notice of Completion as a guarantee (warranty) bond to secure the performance of Section 14 of this Agreement and shall thereafter be released.
- (b) The provisions of subdivision (a) of this Section notwithstanding, if the Subdivision is part of any City maintenance assessment district, the faithful performance security shall not be released, and no Required Improvements shall be accepted by the City unless and until Subdivider has paid to City any fees required to operate and maintain the Required Improvements until such time as the City has received the first maintenance assessment disbursement from the County.

- (c) The amount specified in Section 10(b) above for labor and materials security shall be reduced or released pursuant to the provisions of Section 66499.7(h) of the Map Act.

20. Notices

All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows:

**If to City:** City of Victorville  
P.O. Box 5001  
14343 Civic Drive  
Victorville, CA 92393-5001  
Attn: City Engineer

**With a copy to:** Green de Bortnowsky, LLP  
30077 Agoura Court, Suite 210  
Agoura Hills, CA 91301-2713  
Attn: Andre de Bortnowsky, City Attorney

**If to Subdivider:** KB Home Greater Los Angeles Inc., a California corporation  
36310 Inland Valley Drive  
Wildomar, CA 92595  
Attn: Jonathon Siemsen

**If to surety:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Party or the surety may change such address by notice in writing to the other Party and thereafter notices shall be addressed and transmitted to such new address.

21. Recordation

This Agreement shall be recorded in the San Bernardino County Recorder's Office concurrently with the Map and Lien Agreement for the Subdivision.

22. Binding Effect of Agreement

This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their heirs, representatives, successors, and assigns. This Agreement shall constitute a covenant running with the land and an equitable servitude upon the property within the Subdivision.

23. Severability; Entire Agreement

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties. This Agreement, together with all exhibits, the Lien Agreement, the conditions of approval, and Map(s) expressly referred to herein, constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof.

24. Authority of Executing Parties

The persons executing this Agreement warrant and represent that they are duly authorized to execute this Agreement on behalf of and bind the Party each purports to represent.

25. Incorporation of Recitals and Exhibits

The Recitals to this Agreement, and any definitions set forth therein, are hereby incorporated into in the terms of this Agreement by this reference. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Legal Description

Exhibit B – Tract Map No. 20275

Exhibit C – Lien Agreement

26. Headings.

The captions and Section headings used in this 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.

27. Modification, Waiver, and Amendment

No breach of this Agreement or of any provision herein may be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach or provision of this Agreement. This Agreement may be amended, altered, modified or otherwise changed only by a writing duly executed by the Parties hereto or their authorized representatives. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by all Parties.

28. Governing Law

This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in the County of San Bernardino, State of California, or federal courts located in the Central District of California.

**[END OF THIS PAGE - SIGNATURES FOLLOW]**

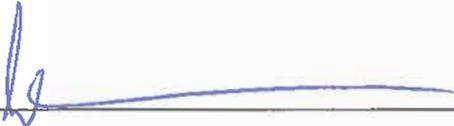
DATED this 14<sup>th</sup> day of September 20 22

**SUBDIVIDER**

KB Home Greater Los Angeles Inc., a California corporation

**CITY**

City of Victorville

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

Print Name: Scott Hansen

Print Title: VP of Forward Planning & Development

Date: August 3, 2020

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

Name: Debra Sue Jones

Title: Mayor

**(Notarization of Mayor's Signature is required and shall be attached)**

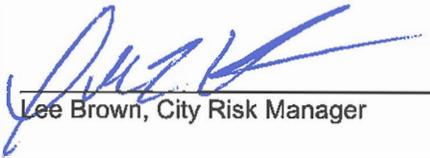
**(Proper Notarization of Subdivider's Signature is required and shall be attached)**

ATTEST:

By:  \_\_\_\_\_  
Jennifer Thompson, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Andre de Bortnowsky, City Attorney

  
\_\_\_\_\_  
Lee Brown, City Risk Manager

Subdivision Improvement Agreement

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Bernardino

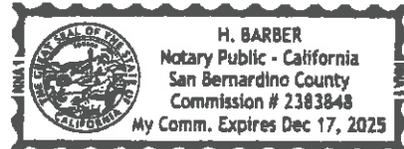
On September 14, 2022 before me, H. Barber, Notary Public  
(insert name and title of the officer)

personally appeared Debra Sue Jones  
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 H. Barber (Seal)



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

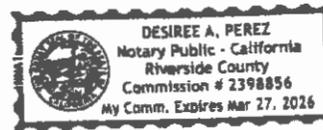
On August 3, 2022, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



Desiree A. Perez



(SEAL)

EXHIBIT A

Legal Description

Real property in the City of Victorville, County of San Bernardino, State of California, described as follows:

The northwest 1/4 of the southwest 1/4 of Section 29, Township 5 North, Range 5 West, San Bernardino Meridian, in the City of Victorville, County of San Bernardino, State of California, according to the official plat thereof.

APN: 3133-111-01

EXHIBIT 8

Tract Map No. 20275

# TRACT MAP NO. 20275

IN THE CITY OF VICTORVILLE

BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

MADOLE AND ASSOCIATES, INC.

OCTOBER, 2020

### OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE ALL OF THE PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THE SUBDIVISION BOUNDARY AS SHOWN ON THE ANNEXED TRACT MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID LAND, AND THAT WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND THE SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY.

WE HEREBY OFFER TO DEDICATE TO THE CITY OF VICTORVILLE AN EASEMENT FOR PUBLIC STREET PURPOSES IN, UNDER, OVER, THROUGH AND ACROSS ALL THAT REAL PROPERTY SHOWN AND LABELED AS MONTE VISTA ROAD, LUNA ROAD, SEA VENTURE WAY, INLET LANE, CANAL COURT, BREAKERS PLACE, ESTUARY COURT, SURFSONG STREET, ISLESIDE PLACE, HURRICANE LANE, MONSOON WAY, REGATTA COURT, STINGRAY STREET, AND SEA ACE PLACE, WITHIN THE SUBDIVISION BOUNDARY OF THE ANNEXED MAP.

WE HEREBY OFFER TO DEDICATE TO THE CITY OF VICTORVILLE, IN FEE SIMPLE, LOT "A", LOT "B" AND LOT "C", FOR LANDSCAPE PURPOSES, SLOPES AND WALLS.

WE HEREBY OFFER TO DEDICATE TO THE CITY OF VICTORVILLE, IN FEE SIMPLE, LOT "D", FOR STORM WATER DRAINAGE DETENTION, WATER QUALITY TREATMENT, PUBLIC PARK, AND LANDSCAPE PURPOSES.

WE HEREBY OFFER TO DEDICATE TO THE CITY OF VICTORVILLE, AN EASEMENT FOR STORM WATER DRAINAGE PURPOSES, FOR DRAINAGE PURPOSES, OVER LOTS 42, 58, 109, AND 115, SHOWN AND LABELED ON THE ANNEXED MAP AS EASEMENT "C" DRAINAGE EASEMENT.

KB HOME GREATER LOS ANGELES, INC., A CALIFORNIA CORPORATION

BY: [Signature]  
R. SCOTT HANSEN  
V.P. LAND ACQUISITION AND DEVELOPMENT

### NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California  
COUNTY OF Riverside  
ON August 2, 2022 BEFORE ME, Desiree A. Person  
(DATE) (NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED Scott Hansen  
(NAME OF PERSON SIGNING)

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.

[Signature]  
SIGNATURE OF OFFICER  
MY PRINCIPAL PLACE OF BUSINESS IS IN: Riverside COUNTY.  
MY COMMISSION NUMBER: 72999616  
MY COMMISSION EXPIRES: 3/27/2026

### AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE ESTIMATED TO BE \$ 0.00000.

DATED: 8/10/2022

ENSEN WASON, ~~ASSAULT~~ AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
~~COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA~~  
COUNTY

BY: [Signature] DEPUTY

### SIGNATURE OMISSION:

PURSUANT TO THE PROVISIONS OF SECTION 06430 OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

THE SIGNATURE(S) OF THE UNITED STATES OF AMERICA, THE OWNER OF RESERVATIONS SUBJECT TO ANY VESTED AND ACQUIRED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS, AND RIGHTS-OF-WAY FOR DITCHES OR CANALS CONSTRUCTED BY AUTHORITY OF THE UNITED STATES AS PER PATENT NUMBER 867843, RECORDED JUNE 17, 1921, IN BOOK "M" OF PATENTS, PAGE 304, RECORDS OF SAN BERNARDINO COUNTY, HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 06430 OF THE SUBDIVISION MAP ACT. SAID RESERVATION AND RIGHTS COVER THE ENTIRE AREA BEING SUBDIVIDED.

### SURVEYOR'S STATEMENT:

I, ANTHONY HARG, HEREBY STATE THAT I AM A LICENSED SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS FINAL TRACT MAP CONSISTING OF 6 SHEETS IS A TRUE AND COMPLETE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SCOTT HANSEN OF KB HOME GREATER LOS ANGELES, INC. IN OCTOBER, 2020, AND THAT THE FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS ON OR BEFORE JANUARY, 2023, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.

DATED: 7/12/22 BY: [Signature]  
ANTHONY HARG P.L.S. 7635  
REGISTRATION EXPIRES 12/31/2022



### CITY COUNCIL'S ACCEPTANCE CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF VICTORVILLE, BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ANNEXED TRACT MAP ON THE 11 DAY OF November, 2022, AND ACCEPTED THE FOREGOING OFFERS OF DEDICATION SUBJECT TO IMPROVEMENT IN ACCORDANCE WITH THE CITY OF VICTORVILLE STANDARDS.

DATED: 11/2/2022

[Signature]  
JENNIFER THOMPSON, CITY CLERK  
CITY OF VICTORVILLE, CALIFORNIA

BY: \_\_\_\_\_, DEPUTY

### CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL THE PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: 8/11/2022

BY: [Signature]  
BRYAN W. GENGLER, PCE 044730  
CITY ENGINEER  
CITY OF VICTORVILLE, CALIFORNIA



### CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATED: August 11, 2022

BY: [Signature]  
DAVID J. COCKRUM, L.S. 7976  
CITY SURVEYOR  
CITY OF VICTORVILLE, CALIFORNIA



### BOARD OF SUPERVISORS' CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 0.00000 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES (STATE, COUNTY, MUNICIPAL, OR LOCAL), AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY OF SAN BERNARDINO ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED: 8/10/2022

[Signature]  
LYNNA MUELL, CLERK OF THE  
BOARD OF SUPERVISORS OF THE  
COUNTY OF SAN BERNARDINO COUNTY

BY: \_\_\_\_\_, DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:  
THIS MAP HAS BEEN FILED UNDER DOCUMENT NO. 2022-0368615  
FILED THIS 6th DAY OF November, 2022, AT 2:17 P.M.  
IN BOOK 364 OF Tract Maps, AT PAGE(S) 38-43  
AT THE REQUEST OF First American Title  
FEE IN THE AMOUNT OF \$ 21.00  
Bob Dutton Chris White  
ASSESSOR-RECORDER-COUNTY CLERK  
COUNTY OF SAN BERNARDINO  
SIGNED: [Signature]  
DEPUTY RECORDER

# TRACT MAP NO. 20275

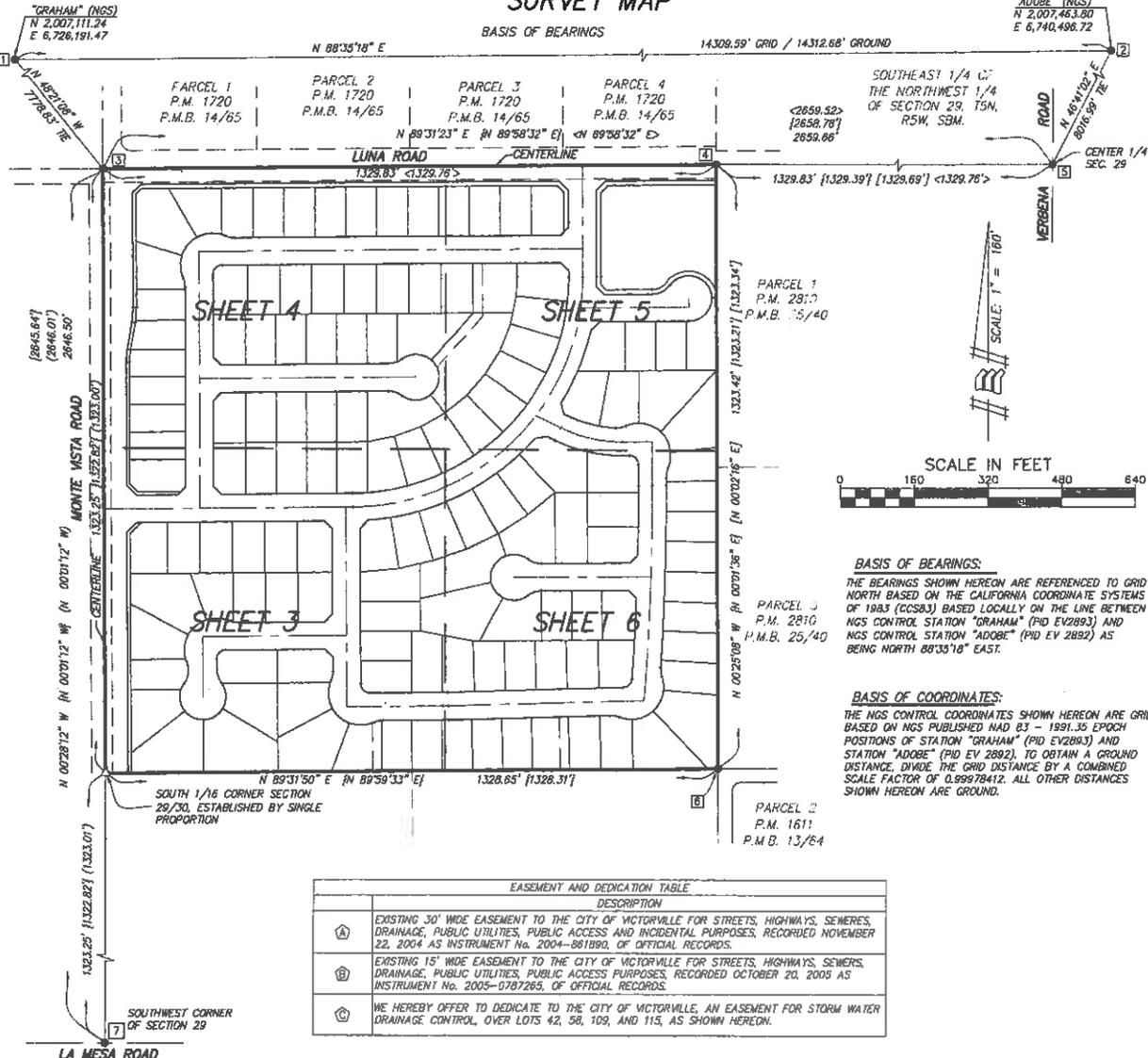
SHEET 2 OF 6 SHEETS

IN THE CITY OF VICTORVILLE  
 BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

MADOLE AND ASSOCIATES, INC.

## SHEET INDEX AND SURVEY MAP

OCTOBER, 2020



**BASIS OF BEARINGS:**  
 THE BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH BASED ON THE CALIFORNIA COORDINATE SYSTEMS OF 1983 (CCS83) BASED LOCALLY ON THE LINE BETWEEN NGS CONTROL STATION "GRAHAM" (PID EV2893) AND NGS CONTROL STATION "ADOBE" (PID EV 2892) AS BEING NORTH 88°35'18" EAST.

**BASIS OF COORDINATES:**  
 THE NGS CONTROL COORDINATES SHOWN HEREON ARE GRID BASED ON NGS PUBLISHED MAP 23 - 1891.35 EPOCH POSITIONS OF STATION "GRAHAM" (PID EV2893) AND STATION "ADOBE" (PID EV 2892). TO OBTAIN A GROUND DISTANCE, DIVIDE THE GRID DISTANCE BY A COMBINED SCALE FACTOR OF 0.99978412. ALL OTHER DISTANCES SHOWN HEREON ARE GROUND.

EASEMENT AND DEDICATION TABLE	
DESCRIPTION	
(A)	EXISTING 30' WIDE EASEMENT TO THE CITY OF VICTORVILLE FOR STREETS, HIGHWAYS, SEWERS, DRAINAGE, PUBLIC UTILITIES, PUBLIC ACCESS AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 22, 2004 AS INSTRUMENT No. 2004-881890, OF OFFICIAL RECORDS.
(B)	EXISTING 15' WIDE EASEMENT TO THE CITY OF VICTORVILLE FOR STREETS, HIGHWAYS, SEWERS, DRAINAGE, PUBLIC UTILITIES, PUBLIC ACCESS PURPOSES, RECORDED OCTOBER 20, 2005 AS INSTRUMENT No. 2005-0787285, OF OFFICIAL RECORDS.
(C)	WE HEREBY OFFER TO DEDICATE TO THE CITY OF VICTORVILLE, AN EASEMENT FOR STORM WATER DRAINAGE CONTROL, OVER LOTS 42, 58, 109, AND 115, AS SHOWN HEREON.

- SURVEYOR'S NOTES:**
- ALL OF TENTATIVE TRACT No. 20275 CONTAINING 135 NUMBERED LOTS, AND 4 LETTERED LOTS. CITY PLANNING CASE TT 05-072 AND PLAN 19-00028.
  - INDICATES SET 2" IRON PIPE 18" LONG WITH BRASS TAG "P.L.S. 7635" AT B.C.'S, E.C.'S AND ANGLE POINTS IN THE SUBDIVISION BOUNDARY. BOUNDARY CENTERLINE MONUMENTS TO BE SET 1/4" BELOW FINISHED PAVEMENT SURFACE.
  - INDICATES SET 1" IRON PIPE 18" LONG WITH BRASS TAG "P.L.S. 7635" CENTERLINE MONUMENTS SET 1/4" BELOW FINISHED PAVEMENT SURFACE.
  - SET 1" IRON PIPE WITH BRASS TAG "P.L.S. 7635" FLUSH, AT REAR LOT CORNERS AND ANGLE POINTS.
  - SET LEAD AND TACK WITH BRASS TAG "P.L.S. 7635" FLUSH, IN TOP OF CURB ON THE PROLONGATION OF SIDE LOT LINE FOR FRONT CORNERS.
  - IN THE EVENT THAT THE TYPE OF MONUMENT SHOWN CANNOT BE SET DUE TO UNFORESEEN CIRCUMSTANCE, THEN A TAG MARKED "P.L.S. 7635" WILL BE AFFIXED IN CONCRETE, STONE OR METAL AT THE TRUE POSITION CALLED FOR BY THIS MAP.
  - ( ) INDICATES RECORD DATA PER P.M. 2830, P.M.B. 26/53.
  - [ ] INDICATES RECORD DATA PER P.M. 2810, P.M.B. 25/40.
  - { } INDICATES RECORD DATA PER P.M. 1611, P.M.B. 13/64.
  - < > INDICATES RECORD DATA PER P.M. 1720, P.M.B. 14/65.
  - (( )) INDICATES RECORD DATA PER RECORD OF SURVEY, 138/42-44.
  - RAD - DENOTES RADIAL BEARINGS.
  - P.R.C. - DENOTES POINT OF REVERSE CURVATURE.
  - S.B.M. - DENOTES SAN BERNARDINO MERIDIAN.
  - DENOTES SHEET LINE.
  - DENOTES SUBDIVISION BORDER LINE.
  - Q DENOTES MONUMENT TIED OUT PER SCHEDULE OF TIES FILED WITH THE CITY OF VICTORVILLE ENGINEERING DEPARTMENT.
  - LOTS "A", "B", AND "C" ARE GRANTED TO THE CITY OF VICTORVILLE IN "FEE SIMPLE" FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF LANDSCAPING, IRRIGATION SYSTEMS, SLOPES AND WALLS.
  - LOT "D" IS GRANTED TO THE CITY OF VICTORVILLE IN "FEE SIMPLE" FOR STORM WATER DETENTION AND WATER QUALITY TREATMENT.
  - A SOILS REPORT WAS PREPARED FOR THIS TRACT MAP BY EDWARD H. LAMONT, C.G.E. 1982 OF GEOTEK, INC., DATED APRIL 22, 2016 AND IS ON FILE WITH THE CITY OF VICTORVILLE ENGINEERING DEPARTMENT.

- SURVEYOR'S NOTES (CONT.):**
- DENOTES MONUMENT FOUND AS NOTED.
  - FD. 3" BRASS DISK IN CONCRETE COLLAR, STAMPED "GRAHAM 1972 CAL. DIV. OF HIGHWAYS", UP 0.2", PER NGS DATA SHEET GRAHAM (PID EV2893).
  - FD. 3" BRASS DISK IN CONCRETE COLLAR, STAMPED "ADOBE 1972 CAL. DIV. OF HIGHWAYS", UP 0.2", PER NGS DATA SHEET ADOBE (PID EV2892).
  - FD. 2" BRASS CAP, STAMPED "L.S. 6310", DOWN 0.6", PER CORNER RECORD BOOK 06, PAGE 0459, AS FILED IN THE COUNTY SURVEYOR'S OFFICE, ACCEPTED AS WEST 1/4 CORNER SECTION 29, T5N, R5W, S5B.M.
  - FD. 2" IRON PIPE & TAG ("L.S. 8010"), FLUSH, PER RECORD OF SURVEY BOOK 138, PAGES 42 THROUGH 44, AS FILED IN THE COUNTY SURVEYOR'S OFFICE, ACCEPTED AS CENTER WEST 1/16 CORNER SECTION 29, T5N, R5W, S5B.M.
  - FD. 2" IRON PIPE & TAG ("L.S. 8010"), FLUSH, PER RECORD OF SURVEY BOOK 138, PAGES 42 THROUGH 44, AS FILED IN THE COUNTY SURVEYOR'S OFFICE, ACCEPTED AS CENTER 1/4 CORNER SECTION 29, T5N, R5W, S5B.M.
  - FD. 1 1/4" IRON PIPE & TAG ("R.C.E. 14382"), DOWN 0.5", PER P.M. 1611, P.M.B. 13/64, P.M. 2810 P.M.B. 25/40, ACCEPTED AS SOUTHWEST 1/16 CORNER SECTION 29, T5N, R5W, S5B.M.
  - FD. 2 1/2" IRON PIPE & BRASS CAP, STAMPED "T5N R5W S5B COUNTY SURVEYOR 1982 530/29/31/32", UP 0.15" PER RECORD OF SURVEY BOOK 138, PAGES 42 THROUGH 44, AS FILED IN THE COUNTY SURVEYOR'S OFFICE, ACCEPTED AS SOUTHWEST CORNER SECTION 29, T5N, R5W, S5B.M.

SEE SHEET 2 FOR BASIS OF BEARINGS,  
INDEX MAP AND SURVEYOR'S NOTES.

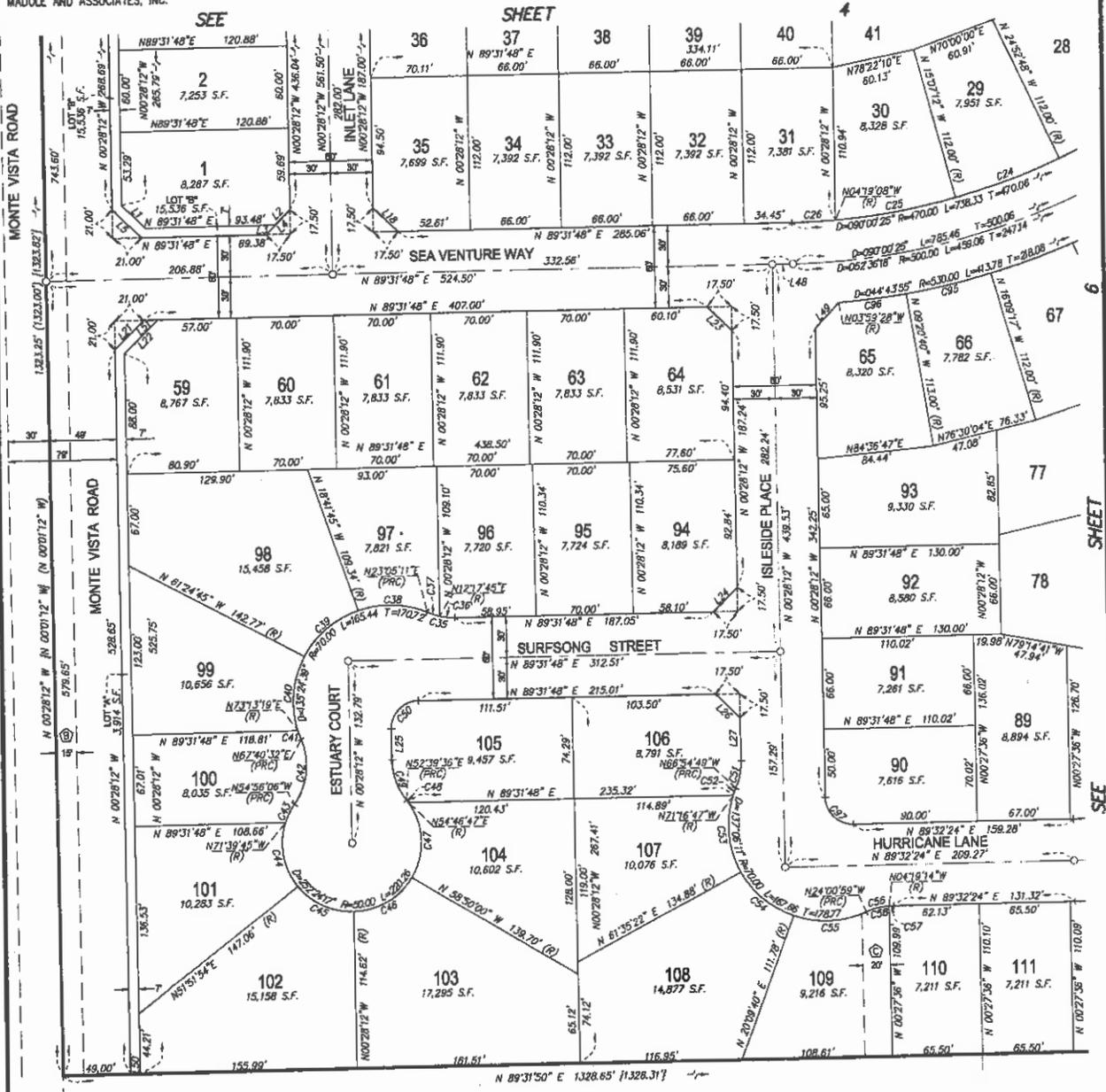
# TRACT MAP NO. 20275

SHEET 3 OF 6 SHEETS

IN THE CITY OF VICTORVILLE  
BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

OCTOBER, 2020

MADOLE AND ASSOCIATES, INC.



CURVE TABLE				CURVE TABLE				CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CURVE	DELTA	RADIUS	LENGTH	TANGENT	CURVE	DELTA	RADIUS	LENGTH	TANGENT
C24	29°45'36"	470.00'	80.06'	40.13'	C42	57°23'22"	50.00'	30.08'	27.37'	C52	24°21'58"	70.00'	5.33'	2.67'
C25	10°48'04"	470.00'	88.60'	44.43'	C43	16°43'39"	50.00'	14.59'	7.35'	C53	17°07'44"	70.00'	57.58'	30.53'
C26	23°50'56"	470.00'	31.57'	15.79'	C44	56°28'21"	50.00'	49.17'	26.78'	C54	41°25'44"	70.00'	50.61'	26.47'
C25	23°33'23"	50.00'	20.56'	10.43'	C45	52°20'06"	50.00'	43.76'	24.62'	C53	44°10'45"	70.00'	53.97'	28.41'
C36	12°45'57"	50.00'	11.15'	5.60'	C46	58°21'48"	50.00'	31.08'	28.00'	C58	23°33'23"	50.00'	20.56'	10.43'
C37	10°47'26"	50.00'	9.41'	4.72'	C47	66°23'12"	50.00'	37.86'	32.65'	C57	93°51'57"	50.00'	3.37'	1.69'
C38	41°46'56"	70.00'	51.10'	26.73'	C48	02°07'11"	50.00'	1.84'	0.92'	C58	19°41'48"	50.00'	12.19'	6.69'
C39	42°43'00"	70.00'	52.13'	27.34'	C49	36°52'12"	50.00'	32.18'	16.67'	C59	08°48'37"	530.00'	63.00'	31.54'
C40	45°22'10"	70.00'	55.43'	28.26'	C50	90°00'00"	20.00'	31.42'	20.00'	C56	05°21'12"	530.00'	49.52'	24.79'
C41	05°32'33"	70.00'	6.78'	3.39'	C51	23°33'23"	50.00'	20.56'	10.43'	C97	89°59'24"	20.00'	31.41'	20.00'

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N45°28'12"W	23.90'	L24	N44°31'48"E	24.75'
L2	N44°31'48"E	14.83'	L25	N00°28'12"W	22.79'
L3	N44°31'48"E	9.90'	L26	N45°28'12"W	24.75'
L4	N44°31'48"E	24.75'	L27	N00°28'12"W	31.84'
L5	N45°28'12"W	28.70'	L48	N89°31'48"E	14.94'
L18	N45°28'12"W	24.75'	L49	N43°14'32"E	25.31'
L21	N44°31'48"E	28.70'	L50	N89°31'50"E	7.00'
L22	N44°31'48"E	33.80'	L51	N89°31'48"E	9.90'
L23	N45°28'12"W	24.75'			



SEE SHEET 2 FOR BASIS OF BEARINGS,  
INDEX MAP AND SURVEYOR'S NOTES.

# TRACT MAP NO. 20275

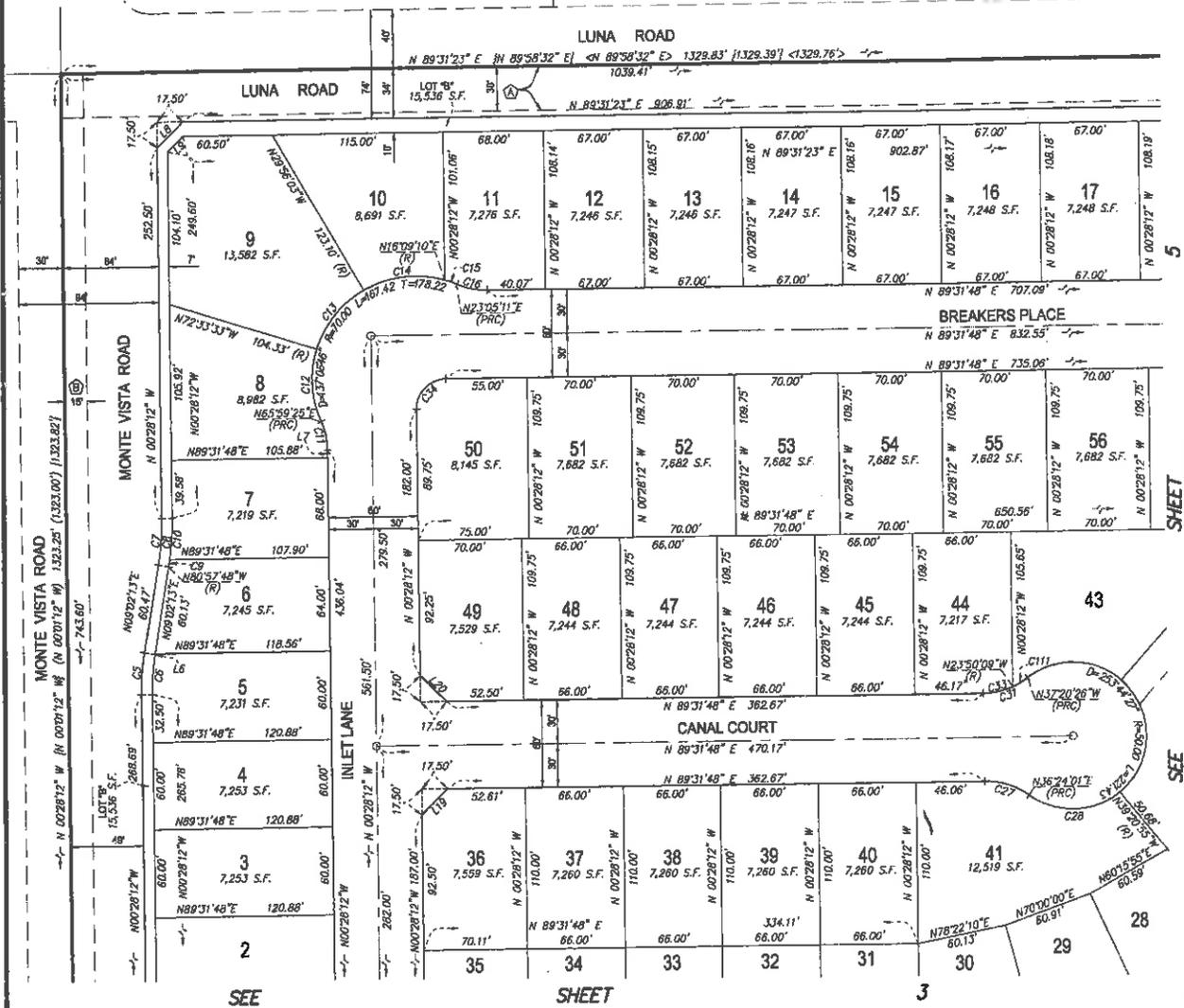
SHEET 4 OF 6 SHEETS

IN THE CITY OF VICTORVILLE

BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

MADOLE AND ASSOCIATES, INC.

OCTOBER, 2020



LINE	BEARING	LENGTH
L6	N08°28'12"W	0.34'
L7	N00°28'12"W	4.35'
L8	N44°31'36"E	24.75'
L9	N44°31'36"E	14.71'
L19	N44°31'46"E	24.75'
L20	N45°28'12"W	24.75'

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C5	09°30'25"	171.50'	28.46'	14.26'
C6	09°30'25"	164.50'	27.29'	13.68'
C7	09°30'25"	193.50'	32.11'	16.09'
C8	09°30'25"	200.50'	33.27'	16.67'
C9	01°21'54"	200.50'	4.76'	2.38'
C10	08°08'51"	200.50'	28.51'	14.26'
C11	23°22'23"	50.00'	20.56'	10.43'
C12	41°28'02"	70.00'	50.66'	26.50'
C13	42°37'30"	70.00'	52.08'	27.31'

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C14	46°05'13"	70.00'	56.31'	29.78'
C15	06°56'01"	70.00'	6.47'	4.24'
C16	23°33'23"	50.00'	20.56'	10.43'
C27	36°52'12"	50.00'	32.18'	16.67'
C28	75°44'54"	50.00'	66.10'	38.89'
C31	36°52'12"	50.00'	32.18'	16.67'
C33	23°21'57"	50.00'	20.40'	10.34'
C34	90°00'00"	20.00'	31.42'	20.00'
C111	133°01'15"	50.00'	11.95'	6.00'



SEE SHEET 2 FOR BASIS OF BEARINGS,  
INDEX MAP AND SURVEYOR'S NOTES.

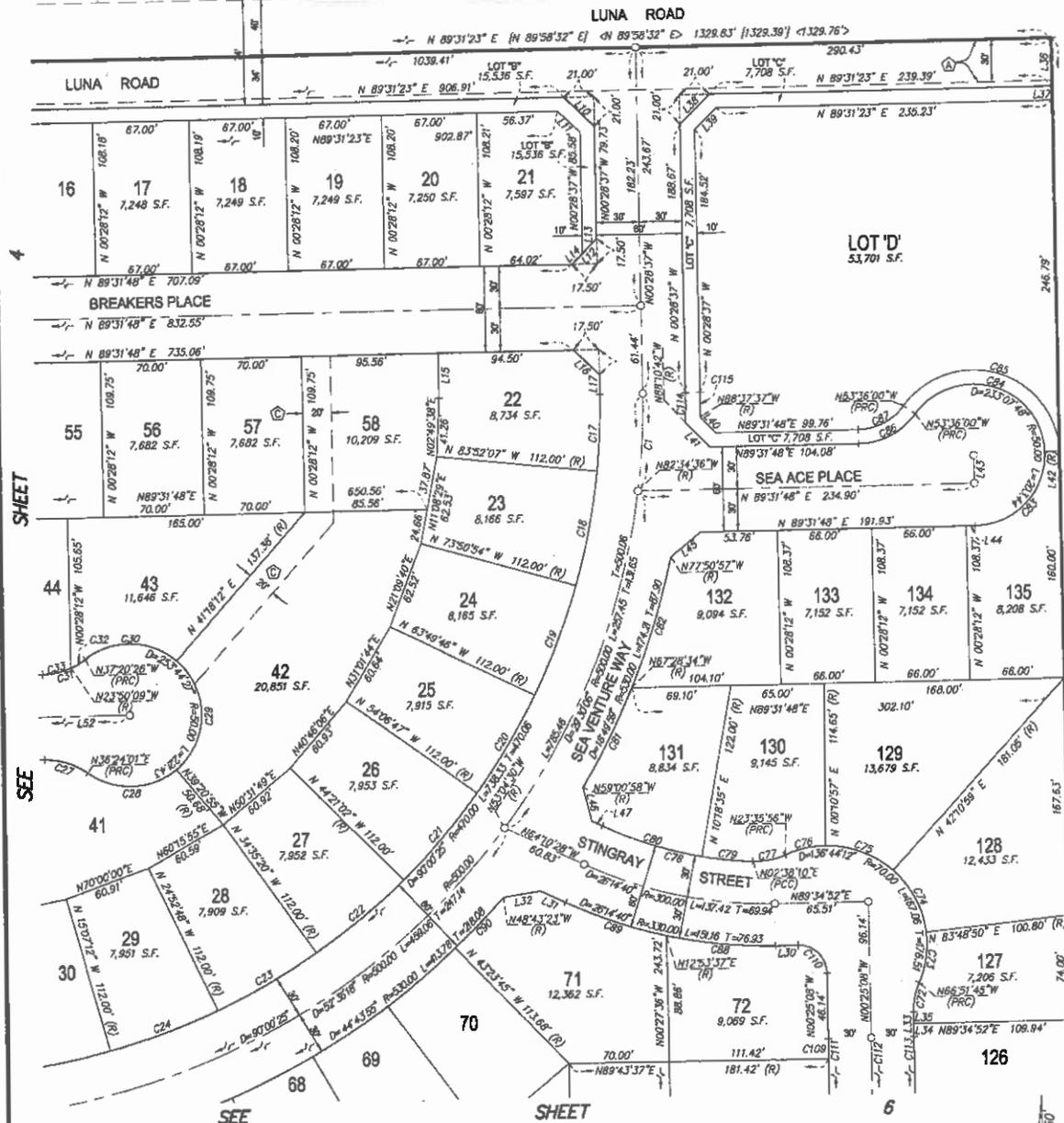
# TRACT MAP NO. 20275

SHEET 5 OF 6 SHEETS

IN THE CITY OF VICTORVILLE  
BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

OCTOBER, 2020

MADOLE AND ASSOCIATES, INC.



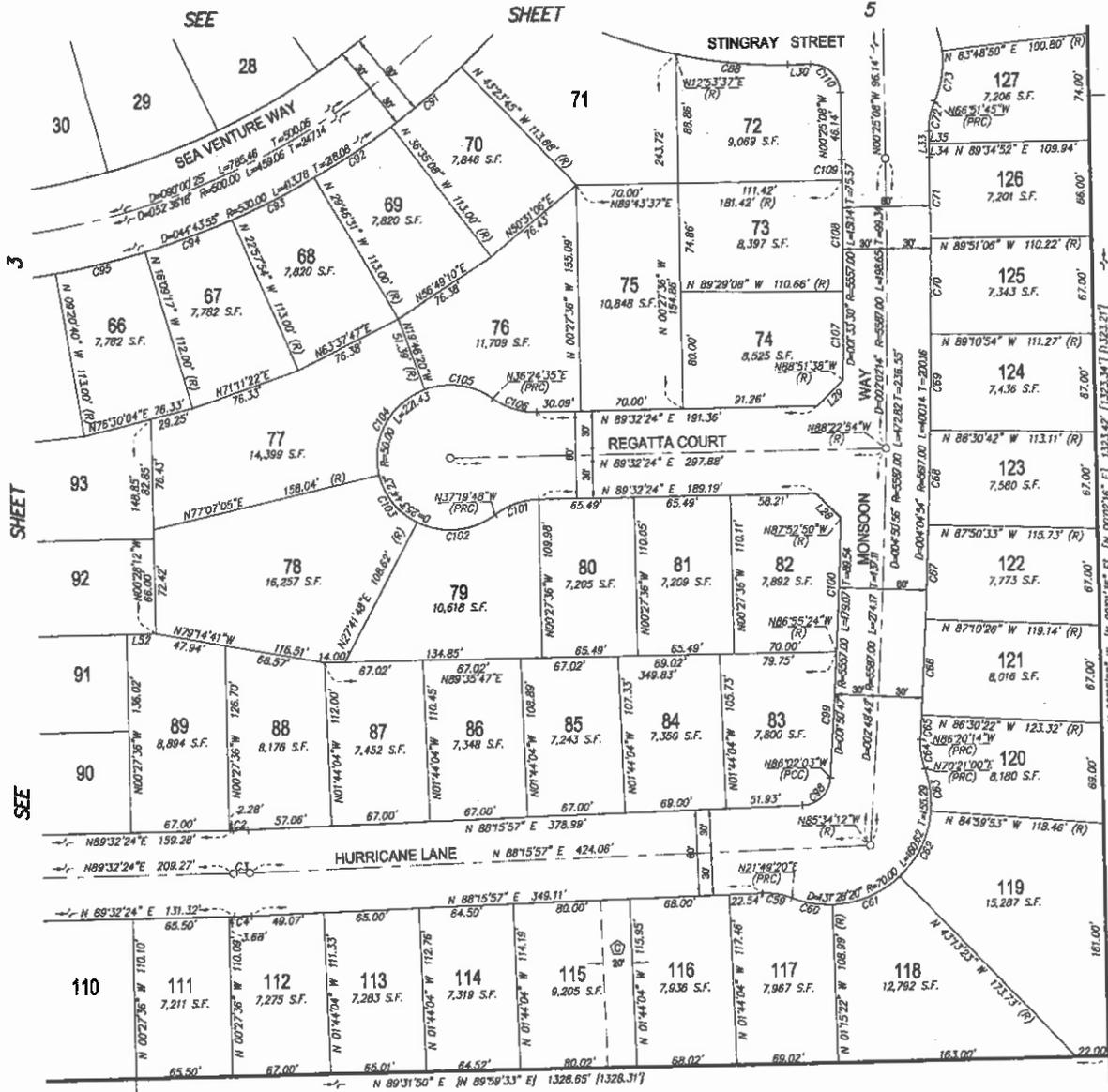
# TRACT MAP NO. 20275

SEE SHEET 2 FOR BASIS OF BEARINGS,  
INDEX MAP AND SURVEYOR'S NOTES.

BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF  
SECTION 29, TOWNSHIP 5 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN  
THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

OCTOBER, 2020

MADOLE AND ASSOCIATES, INC.



LINE TABLE			CURVE TABLE					CURVE TABLE					CURVE TABLE					CURVE TABLE				
LINE	BEARING	LENGTH	CURVE	DELTA	RADIUS	LENGTH	TANGENT	CURVE	DELTA	RADIUS	LENGTH	TANGENT	CURVE	DELTA	RADIUS	LENGTH	TANGENT	CURVE	DELTA	RADIUS	LENGTH	TANGENT
L28	N44°12'38"W	24.19'	C2	01°16'27"	470.00'	10.46'	5.23'	C66	00°40'04"	5617.00'	65.46'	32.73'	C92	06°46'37"	530.00'	63.00'	31.54'	C104	83°08'17"	50.00'	72.52'	44.32'
L29	N45°23'05"E	25.14'	C3	01°16'27"	500.00'	11.12'	5.26'	C67	00°40'07"	5617.00'	65.54'	32.77'	C93	06°46'37"	530.00'	63.00'	31.54'	C105	56°11'13"	50.00'	49.03'	26.69'
L30	N89°34'52"E	15.51'	C4	01°16'27"	530.00'	11.79'	5.29'	C68	00°40'09"	5617.00'	65.61'	32.81'	C94	06°46'37"	530.00'	63.00'	31.54'	C106	36°52'12"	50.00'	32.18'	16.67'
L33	N00°25'08"W	18.18'	C5	2°33'23"	50.00'	20.36'	10.43'	C69	00°40'11"	5617.00'	65.66'	32.83'	C95	06°46'37"	530.00'	63.00'	31.54'	C107	00°37'31"	5557.00'	60.64'	30.32'
L34	N00°25'08"W	9.30'	C60	2°33'23"	50.00'	20.36'	10.43'	C70	00°40'13"	5617.00'	65.70'	32.85'	C96	04°18'00"	20.00'	29.43'	18.10'	C108	00°47'15"	5557.00'	76.39'	38.19'
L35	N00°25'08"W	8.88'	C61	41°58'00"	70.00'	51.27'	28.84'	C71	00°34'02"	5617.00'	55.60'	27.80'	C97	00°53'21"	5557.00'	86.22'	43.11'	C109	00°08'44"	5557.00'	14.13'	7.07'
L52	N89°31'48"E	19.98'	C62	41°46'30"	70.00'	51.04'	28.71'	C72	2°33'23"	50.00'	20.36'	10.43'	C98	00°53'26"	5557.00'	86.22'	43.11'	C110	80°00'00"	20.00'	31.42'	20.00'
			C63	24°39'07"	70.00'	30.12'	15.30'	C73	29°19'25"	70.00'	35.83'	18.31'	C99	00°53'21"	5557.00'	86.22'	43.11'	C101	36°52'12"	50.00'	32.18'	16.67'
			C64	23°18'46"	50.00'	20.34'	10.32'	C74	13°18'45"	330.00'	76.67'	38.51'	C100	00°53'26"	5557.00'	86.22'	43.11'	C102	65°01'38"	50.00'	56.78'	31.87'
			C65	00°10'08"	5647.00'	16.58'	8.29'	C75	06°46'37"	530.00'	63.00'	31.54'	C101	36°52'12"	50.00'	32.18'	16.67'	C103	49°25'16"	50.00'	43.13'	23.01'



EXHIBIT C

Lien Agreement

Recording Requested By:  
First American Title Company  
Homebuilder Services Division



Electronically  
Recorded In Official Records  
San Bernardino County

Assessor-Recorder-County Clerk

Recording Requested By:  
The City of Victorville

DOC# 2022-0369306

When Recorded Please Return to:

City of Victorville  
14343 Civic Drive  
P O Box 5001  
Victorville, CA 92393-5001

11/09/2022  
10:24 AM  
SAN  
C5032

Titles: 1 Pages: 31

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	\$0.00
<b>Total</b>	<b>\$0.00</b>

APN 3133-111-01

SPACE ABOVE FOR RECORDER'S USE  
RECORDING OF THIS DOCUMENT IS FEE-EXEMPT  
GOVERNMENT CODE SECTIONS 6103, 27383, AND 27388.1(2)(D)

1709385

**LIEN AGREEMENT**  
As Subdivision Improvement Security for  
**Tract Map No. 20275**  
(ESUB21-00002)

THIS LIEN AGREEMENT ("Lien Agreement") is entered into this 14<sup>th</sup> day of September, 2022, by and among the City of Victorville, a municipal corporation and California charter city, hereinafter called "**CITY**" and KB Homes Greater Los Angeles Inc., a California corporation, hereinafter called "**OWNER**". CITY and OWNER are sometimes collectively referred to hereinafter as the "**PARTIES**," and individually as a "**PARTY**".

**RECITALS**

A. OWNER is the record fee owner of that certain real property situated in the City of Victorville, County of San Bernardino, State of California, as more particularly described in the attached Exhibit A. Said real property is hereinafter called the "**Property**".

B. OWNER has applied to CITY for approval of a final map for Tract Map No. 20275, referred to hereinafter as the "**Map**", pursuant to the Subdivision Map Act, *Gov. Code Section 66410 et seq.*, (the "**Map Act**"), and the ordinances and regulations of the City relating to the filing, approval, and recordation of subdivision maps and other City subdivision regulations, including without limitation, Title 17 and the applicable provisions of Title 16 of the Victorville Municipal Code (hereinafter the "**VMC**").

C. OWNER is required to enter into a secured agreement with the CITY known as a Subdivision Improvement Agreement (hereinafter "**SIA**") to perform certain acts and construct certain improvements as a condition of CITY's approval of said Map.

D. OWNER is further required by said SIA, Chapter 17.64 of VMC Title 17, and Sections 66462 and 66499 of the Map Act to provide security satisfactory to the CITY to secure OWNER's obligations under said SIA.

E. Map Act Section 66499(a)(4) empowers the CITY to adopt an ordinance to allow the use of lien agreements to secure subdivision agreements based upon the CITY finding that it would not be in the public interest to require the installation of the required improvements sooner than two (2) years after the recordation of the map.

F. Pursuant to Section 17.64.065 of VMC Title 17, CITY is authorized to accept a lien agreement recorded against the Property as security for the SIA based upon and subject to all the conditions, requirements, and restrictions contained therein.

G. The City Council of the CITY has found and determined that it would not be in the public interest to require the installation of the improvements required by the SIA sooner than two (2) years after the recordation of the Map.

H. OWNER warrants that OWNER has fee title interest to all of the individual lots in the Property as identified on the Map and has not sold any of the individual lots on the Property to be divided as identified on said Map.

I. OWNER has not commenced to install or construct any of the improvements required by the SIA, and has not been issued any construction permits, including without limitation, grading or building permits, on any of the Property as identified on the Map.

J. OWNER has provided a title insurance policy and current title report from a title company approved by the CITY and issued within the 45 days prior to the execution of this Lien Agreement documenting that the OWNER is the record owner of the Property, and the Property is not encumbered by any mortgages, deeds of trust, or liens.

K. OWNER represents and CITY has confirmed that OWNER has paid all outstanding fees pursuant to Chapter 17.12 of the VMC and has a deposit-based fee account in good standing with the CITY.

**NOW, THEREFORE**, incorporating the above recitals, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES hereto mutually agree as follows:

**I. OWNER's Performance and Obligations:**

A. OWNER hereby grants to CITY, in accordance with the terms and conditions of this Lien Agreement, a lien upon the Property described in Exhibit A, as security for all of the following obligations of OWNER:

- (1) Construction of the improvements required by the SIA (hereinafter the "**Required Improvements**"), the total estimated cost of which equals \$6,941,616.17 [*Six Million, nine-hundred and forty-one thousand, six-hundred and sixteen dollars and seventeen cents*], as specified in the approved Engineer's Cost Estimate attached hereto as Exhibit B; provided, however, that OWNER's obligation under this Lien Agreement shall extend to the actual cost of construction

of the Required Improvements, notwithstanding that such costs may exceed the estimate set forth in Exhibit B.

(2) Payment of any fees, including fees for improvements, services, or applications described in VMC Title 17 (collectively, "Fees"), in the amount required in accordance with the VMC.

B. For so long as 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) transfer, sell, or permit the transfer or sale of any lot shown on the Map, or any of the individual final tract maps which make up the Property, if any, except as specified in the provisions of Section III.B, hereof; or

(3) commence work on any portion of the Required Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare and with the prior written consent or order of the CITY.

C. At the time OWNER executes this Lien Agreement, OWNER shall post with the CITY a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) per tract map to be recorded, regardless of whether the project is to be subdivided by a single tract map or by multiple tract map recordings through phasing, for the purpose of reverting the property to acreage if OWNER breaches or is in default of the terms of this Lien Agreement, and to be used by CITY to reimburse CITY for any costs which CITY may incur in processing such reversion to acreage map initiated pursuant to this Lien Agreement as required for properties where none of the Required Improvements have been constructed. If there are no outstanding fees, any unused portion of such deposit shall be refunded to OWNER following completion of such reversion.

D. Prior to obtaining any construction permits, including but not limited to grading, construction excavation or water permits, or commencing the installation and construction of any portion of the Required Improvements under the SIA, OWNER shall:

(1) substitute other forms of security satisfactory to CITY in place of this Lien Agreement, in the amounts and for the purposes set forth in the SIA and Section 17.64.060 of the VMC, except that the amounts shall be calculated using the estimated cost of the Required Improvements at the time of substitution, as ascertained by the City Engineer; and

(2) deposit fees for inspections, tests, and other related purposes.

E. OWNER shall substitute acceptable security for this Lien Agreement (in the types and amounts specified in VMC Sections 17.64.060(a) and (b) and approved by the City Council) and commence to construct all Required Improvements imposed as conditions of approval on the Map as specified in the SIA within six (6) years following the

date of recordation of the Map. Upon request of the OWNER and upon approval by the City Engineer or his/her designee, the time for delivery of acceptable replacement and commencement of construction may be extended once for an additional period not to exceed (4) four years, provided all the provisions of VMC Section 17.64.065(h) are met. Assuming such extension is approved, the total amount of time a Lien Agreement may be used as security for the Property is ten (10) years.

F. Once this Lien Agreement has been replaced with acceptable security, in the types and amounts specified in VMC Sections 17.64.060(a) and (b) and approved by the City Council, substitution of a lien agreement for said security shall not be permitted.

G. OWNER agrees to appear in and defend any action or proceeding purporting to affect the CITY's lien upon the Property or the rights or powers of the CITY with respect to the Property; and also, if at any time the CITY is a party to or appears in any such action or proceeding, or in any action or proceeding to enforce any obligation hereby secured, to pay all costs and expenses paid or incurred by the CITY in connection therewith, including, but not limited to, cost of evidence of title and reasonable attorneys' fees. OWNER further agrees that upon entry of any judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

H. OWNER agrees to indemnify, and hold harmless, the CITY, its officers, employees and agents from any liability whatsoever based or asserted upon any act or omission of OWNER, its officers, employees and agents relating to or in any way connected with the obligations arising under this Lien Agreement. As part of the foregoing indemnity, OWNER agrees to protect and defend at its own expense, including attorneys' fees, the CITY, its officers, employees, and agents in any legal action based upon such alleged acts or omissions

I. OWNER agrees to pay when due any and all taxes and assessments affecting the Property, and all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior to the lien created by this Lien Agreement.

J. OWNER agrees at its sole cost and expense, to maintain and keep the Property in good condition and repair, including but not limited to maintaining storm water facilities, erosion control and fire prevention maintenance activities on the Property; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property; not to commit or permit any waste thereof or any act upon the Property in violation of the law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

K. OWNER agrees that the choice of remedy or remedies for OWNER's default or breach of this Lien Agreement shall be in the sole discretion of the CITY.

**II. CITY's Performance and Obligations:**

A. Upon delivery by OWNER and acceptance by the City Council of one or more of the securities (as specified in Section 17.64.060 of the VMC and Section 10 of the SIA) in replacement of this Lien Agreement, and upon OWNER's request, the CITY shall release the Property from the provisions of this Lien Agreement and shall execute any necessary release in a form as required by law to enable the OWNER or its transferee, if any, to clear the record of title of the Property so release of the lien created by this Lien Agreement is achieved.

B. Upon delivery by OWNER and acceptance by the City Council of one or more of the securities (as specified in Section 17.64.060 of the VMC and Section 10 of the SIA) in replacement of this Lien Agreement, and upon OWNER's request, the CITY shall release all remaining amounts of the deposit paid pursuant to Section I.C hereof.

C. In no instance shall this Lien Agreement compel the CITY to construct the Required Improvements.

**III. Effect of Lien Agreement.**

A. This Lien Agreement creates and constitutes a secured obligation in the form of a lien against the Property for the purposes of securing OWNER's performance of this Lien Agreement and the SIA recorded concurrently herewith. From the date of recordation of this Lien Agreement, a lien shall attach to the entire Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the SIA, this Lien Agreement and any Fees. The CITY shall under no circumstances be obligated to subordinate the lien, but may do so in its sole and absolute discretion in a manner provided by law.

B. Except as specified in VMC Section 17.64.065(m), fee title to the entire Property encumbered by this Lien Agreement, or to all lots designated on any individual final map which is encumbered by this Lien Agreement, may be sold in the aggregate by OWNER to a single purchaser, provided that the proposed purchaser, prior to assuming title to the Property, either:

(1) Executes a new or replacement SIA in a form acceptable to CITY to assume the obligations of OWNER with respect to the Property encumbered by this Lien Agreement and delivers acceptable replacement security to the CITY (as set forth in VMC Section 17.64.065(g)) as a condition to development of the Property conveyed; or

(2) Executes a new or replacement SIA in a form acceptable to CITY to assume the obligations of OWNER with respect to the Property encumbered by this Lien Agreement and executes a new lien agreement in a form acceptable to the CITY as security (provided that the ten-year limit for which a lien agreement may be used as security for the Property has not been reached) to replace this Lien Agreement, which will encumber the Property conveyed. The foregoing sentence notwithstanding, as stated in Section I.F above, no new lien agreement

may be used as security if replacement security has already been provided as set forth in Section I.D of this Lien Agreement.

Any proposed purchaser shall also comply with all other applicable provisions of VMC Chapter 17.64 and Section 17.64.065.

C. Notwithstanding any provisions of VMC Title 17 to the contrary, so long as this Lien Agreement is utilized for security as described herein, the CITY is not obligated to accept offers of dedication for street or drainage purposes on the Property

**IV. Events of Default; Breach.**

Upon the occurrence of any one of the following events, OWNER shall be deemed in default hereunder if OWNER fails to cure such occurrence within thirty (30) days after receipt of written notice of default from the CITY; provided, however, that if such event is of such a nature that it cannot be cured within such thirty (30) day period, then OWNER shall not be in default if it commences a cure in good faith within such thirty (30) day period and thereafter diligently prosecutes the cure to completion:

A. Commencement of any work on any Required Improvements by OWNER, its agents or employees, prior to substitution of acceptable security with the CITY in place of this Lien Agreement, except as specifically authorized by CITY with prior authorization in writing or by order to correct or prevent threats to the public health, safety or general welfare;

B. 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;

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

D. Sale of any lot shown on the Map prior to release of the lien created by this Lien Agreement, except as provided in Section III.B hereof;

E. Request by OWNER of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property;

F. Allowing the Property to be maintained in manner that falls below the required maintenance satisfactory to the CITY or as required by Section I.J hereof;

G. The attachment of any other lien or judgment lien upon the Property;

H. Breach by OWNER of any other term or condition of this Lien Agreement or of the SIA, or OWNER's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

**V. CITY's Remedies.**

A. Upon the occurrence of any of the events described in Section IV, above, CITY may declare a breach of this Lien Agreement if OWNER fails to cure or to diligently prosecute the cure to completion, and the CITY, at CITY's option, may exercise any one or more of the following remedies:

(1) Pursue any or all of the remedies provided in the SIA and all remedies available to it by law;

(2) 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;

(3) Estimate the cost of the work required to complete the Required Improvements, and all Fees, and foreclose said lien in said amount;

(4) Rescind the approval of any and all entitlements, permits or licenses associated with the Map;

(5) Initiate proceedings for reversion of the Property to acreage, at the expense of OWNER, in accordance with the provisions of the Map Act and Chapter 17.92 of the VMC;

(6) 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.

B. The failure of the CITY to take an enforcement action with respect to a default, or to declare a default or breach, shall not constitute a waiver of that default or breach, or any subsequent default or breach of OWNER.

**VI. General Provisions.**

A. Recordation. This Lien Agreement shall be recorded, concurrently with the SIA, by the CITY in the office of the County Recorder of San Bernardino County immediately following execution of this Lien Agreement and shall be indexed by the names of all record title owners of the Property as specified on the Map.

B. Contingency. This Lien Agreement shall not take effect until both it and the SIA have been approved by the City Council of the CITY and have been recorded against the Property.

C. Final Integrated Agreement. This Lien Agreement, together with all exhibits, the SIA, and the Map expressly referred to herein, is intended to be the final expression of understanding between the Parties and supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the Parties with respect to the within subject matter. No other statement or representation, written or oral, express or implied, has been received or relied upon entering into this Lien Agreement. All prior discussions, statements and negotiations shall be deemed merged into this Lien Agreement and the SIA which it secures.

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. The PARTIES agree that all actions or proceedings arising in connection with this Lien Agreement shall be tried and litigated only in the state courts located in the County of San Bernardino, State of California, or federal courts located in the Central District 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 and Amendment. No breach of this Lien Agreement or of any provision herein may be waived except by an express written waiver executed by the PARTY waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach or provision of this Lien Agreement. This Lien Agreement may be amended, altered, modified or otherwise changed only by a writing duly executed by the PARTIES hereto or their authorized representatives. 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.

J. Successors and Assigns. This Lien Agreement shall run with the land and inure to the benefit of and bind all PARTIES hereto, their heirs, devisees, administrators, executors, successors and assigns.

K. Attorney Fees. In the event any action at law or in equity is brought to enforce the terms of this Lien Agreement, the prevailing PARTY shall be entitled to litigation costs and reasonable attorney fees

L. OWNER not Agent of CITY. Neither OWNER nor any of OWNER's officers, directors, agents, employees, contractors, or successors in interest are or shall be considered to be agents of the CITY in connection with the performance of any of the OWNER's obligations under this Lien Agreement.

M. Notice. All notices required by or provided under this Lien Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail.

Notice to CITY: City of Victorville.  
14343 Civic Drive  
Victorville, CA 92392  
Attn: City Engineer

Notice to OWNER: KB Home Greater Los Angeles Inc., a California corporation  
36310 Inland Vailey Drive  
Wildomar, CA 92595  
Attn: Jonathon Siemsen

With Copy to: City Attorney, City of Victorville  
Green de Bortnowsky, LLP  
30077 Agoura Court, Suite 210  
Agoura Hills, CA 91301-2713  
Attn: Andre de Bortnowsky

N. Counterparts. This Lien Agreement may be executed in counterparts, each of which shall be deemed as original but all of which shall constitute one and the same instrument.

O. Authority. Each person signing this Lien Agreement warrants that s/he is duly authorized to execute this Lien Agreement on behalf of and bind the PARTY each purports to represent.

P. Incorporation of Exhibits. The following exhibits are attached to this Lien Agreement and incorporated herein by this reference:

Exhibit A: Legal Description of Property  
Exhibit B: Engineer's Cost Estimate

**[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the PARTIES hereto have executed this Lien Agreement.

**OWNER:**

**CITY:**

KB Home Greater Los Angeles Inc., a California corporation

CITY OF VICTORVILLE

By:

By:

 \_\_\_\_\_  
\_\_\_\_\_

 \_\_\_\_\_  
Debra Jones, Mayor AKA Debra Sue Jones

Print Name  
Scott Hansen

**(Notarization of Mayor's Signature is required and shall be attached)**

VP of FORWARD PLANNING & DEVELOPMENT  
Print Title

ATTEST:

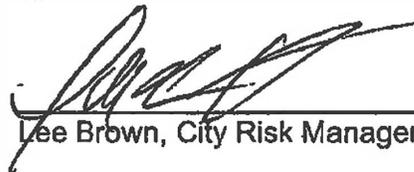
August 3, 2020  
Date

By:  \_\_\_\_\_  
Jennifer Thompson, City Clerk

**(Notarization of Owner's Signature is required and must be attached)**

APPROVED AS TO FORM:

 \_\_\_\_\_  
Andre de Bortnowsky, City Attorney

 \_\_\_\_\_  
Lee Brown, City Risk Manager

Lien Agreement

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

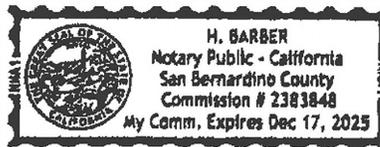
State of California  
County of San Bernardino

On September 14, 2022 before me, H. Barber, Notary Public  
(insert name and title of the officer)

personally appeared Debra Sue Jones  
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 H. Barber

(Seal)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

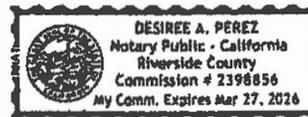
State of California }  
County of Riverside }

On August 3, 2022, before me, Desiree A. Perez, Notary Public, personally appeared Scott Hansen, 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.

  
\_\_\_\_\_  
Desiree A. Perez



(SEAL)

Exhibit A

Legal Description of Property

Real property in the City of Victorville, County of San Bernardino, State of California, described as follows:

The northwest 1/4 of the southwest 1/4 of Section 29, Township 5 North, Range 5 West, San Bernardino Meridian, in the City of Victorville, County of San Bernardino, State of California, according to the official plat thereof.

APN: 3133-111-01

Exhibit B  
Engineer's Cost Estimate

**ENGINEER'S COST ESTIMATE FOR OFF-SITE PUBLIC IMPROVEMENTS ONLY**

<b>TOTAL TRAFFIC SIGNAL EST.:</b>	\$0.00
Faithful Performance Security Amount*:	\$0.00
Labor & Material Security Amount*:	\$0.00
<b>TRAFFIC SIGNAL PLAN CHECKING FEE:</b>	\$0.00
<b>TRAFFIC SIGNAL CONST. PERMIT &amp; INSP. FEE:</b>	\$0.00
<b>TOTAL WATER COST EST.:</b>	\$1,055,083.70
Faithful Performance Security Amount*:	\$1,055,083.70
Labor & Material Security Amount*:	\$527,541.85
<b>WATER PLAN CHECKING FEE:</b>	\$34,652.51
<b>WATER CONST. PERMIT &amp; INSPECTION FEE:</b>	\$34,652.51
<b>TOTAL RECLAIM WATER COST EST.:</b>	\$0.00
Faithful Performance Security Amount*:	\$0.00
Labor & Material Security Amount*:	\$0.00
<b>REC. WATER PLAN CHECKING FEE:</b>	\$0.00
<b>REC. WTR CONST. PERMIT &amp; INSPECTION FEE:</b>	\$0.00
<b>TOTAL DRAINAGE COST EST.:</b>	\$1,454,683.43
Faithful Performance Security Amount*:	\$1,454,683.43
Labor & Material Security Amount*:	\$727,341.71
<b>DRAINAGE PLAN CHECKING FEE:</b>	\$46,640.50
<b>DRAINAGE CONST. PERMIT &amp; INSPECTION FEE:</b>	\$46,640.50
<b>TOTAL SEWER COST EST.:</b>	\$1,392,380.00
Faithful Performance Security Amount*:	\$1,392,380.00
Labor & Material Security Amount*:	\$696,190.00
<b>SEWER PLAN CHECKING FEE:</b>	\$44,771.40
<b>SEWER CONST. PERMIT &amp; INSPECTION FEE:</b>	\$44,771.40
<b>TOTAL STREET COST EST:</b>	\$2,987,219.04
Faithful Performance Security Amount*:	\$2,987,219.04
Labor & Material Security Amount*:	\$1,493,609.52
<b>STREET PLAN CHECKING FEE:</b>	\$92,816.57
<b>STREET CONST. PERMIT &amp; INSPECTION FEE:</b>	\$92,816.57
<b>TOTAL MONUMENTATION COST:</b>	\$52,250.00
Faithful Performance Security Amount*:	\$52,250.00
<b>MONUMENTATION INSPECTION FEE:</b>	\$296.00

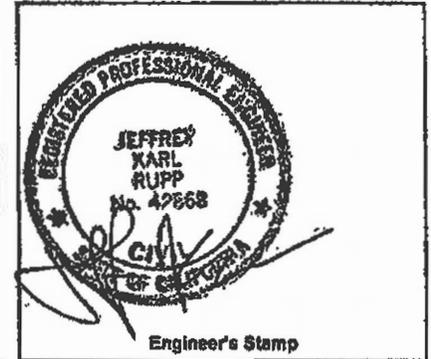
<b>DRY UTILITY TRENCHING INSPECTION FEE:</b>	\$0.00
<b>TOTAL LINEAR FOOTAGE</b>	
0 LF-100 LF = \$78.00 Min	\$0.00
101 LF-200 LF = \$78.00 + \$0.24/LF	\$0.00
201 LF += \$102.00 + \$0.16/LF	\$0.00

\*Securities shall be provided in accordance with Victorville Municipal Code, §17.64.060. The Faithful Performance portion shall be at 100% of the approved Engineer's Cost Estimate of the required improvement. The Labor & Material portion shall be at 50% of the approved Engineer's Cost Estimate of the required improvement.

**TOTAL PLAN CHECKING FEE\*\***  
\$218,680.99

**TOTAL CONSTRUCTION PERMIT & INSPECTION FEE\*\***  
\$219,036.99

\*\* There may be additional fees that pertain to your project. Please see the Engineering Schedule of Fees and Charges for Services for a complete list of fees required for your project.



42868 R.C.E. #      3/31/22 Exp. Date

**ESUB21-00002**

PLACE ENG/WTR CASE LABEL HERE



Engineering Review:  
Approved  
by: Fredy A. Bonilla  
Date: 05/20/2021



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract No 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 3/31/2021  
 BY: Jeff Rupp

STREETS				
Item Description	Quantity	Unit Cost	Unit	Cost
<b>PAVEMENT</b>				
3" Asphalt Concrete	245,418	\$1.31	S.F.	\$322,111.13
3.5" Asphalt Concrete	42,806	\$1.53	S.F.	\$65,546.69
4" Asphalt Concrete		\$1.75	S.F.	\$0.00
5" Asphalt Concrete		\$2.19	S.F.	\$0.00
5.5" Asphalt Concrete	43,050	\$2.41	S.F.	\$103,589.06
6" Asphalt Concrete		\$2.63	S.F.	\$0.00
7" Asphalt Concrete		\$3.06	S.F.	\$0.00
8" Asphalt Concrete		\$3.50	S.F.	\$0.00
Crushed Aggregate Base	8,180	\$30.00	CY	\$245,400.00
Crushed Aggregate Base		\$0.21	CY	\$0.00
Crushed Aggregate Base		\$0.21	CY	\$0.00
Crushed Aggregate Base		\$0.21	CY	\$0.00
Crushed Aggregate Base		\$0.21	CY	\$0.00
Crushed Aggregate Base		\$0.21	CY	\$0.00
Crushed Aggregate Base		\$0.21	CY	\$0.00
Asphalt Concrete &/or P.C.C. Removal		\$60.00	C.Y	\$0.00
A.C. Curb	1,240	\$15.00	L.F.	\$18,600.00
A.C. Repair		\$200.00	C.Y.	\$0.00
Slurry Seal, Type I		\$0.50	S.F.	\$0.00
Slurry Seal, Type II		\$0.75	S.F.	\$0.00
Graded Access Driveway		\$5.00	S.F.	\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Sub Total Pavement:</b>				<b>\$755,246.88</b>
<b>CURB &amp; GUTTER</b>				
6" Curb & Gutter, per City Standard S-09		\$20.00	L.F.	\$0.00
8" Curb & Gutter, per City Standard S-09	12,151	\$25.00	L.F.	\$303,775.00
Cross Gutter, per City Standard S-05	6,045	\$5.50	S.F.	\$33,247.50
Cross Gutter with Spandrels		\$8.74	S.F.	\$0.00
P.C.C. Alley Gutter		\$10.25	L.F.	\$0.00
6" Curb Only per City Standard H-01		\$12.00	L.F.	\$0.00
3" PVC Drain per City Standard H-03		\$500.00	EA	\$0.00
Gutter Local Depression per D-02	14	\$300.00	EA	\$4,200.00
				\$0.00
<b>Sub Total Curb &amp; Gutter:</b>				<b>\$341,222.50</b>
<b>P.C. CONCRETE</b>				
4" Thick Residential Sidewalk (6' wide)	75,148	\$7.50	S.F.	\$563,610.00
4" Thick Concrete		\$7.50	S.F.	\$0.00
6" Thick Residential Drive Approach, per City Standard S-02 (12' wide)		\$6.13	S.F.	\$0.00



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT

**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract No 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 3/31/2021  
 BY: Jeff Rupp

<b>STREETS</b>				
Item Description	Quantity	Unit Cost	Unit	Cost
<b>P.C. CONCRETE CONT'D</b>				
6" Thick Residential Drive Approach, per City Standard S-02 (18' wide)	24,300	\$6.13	S.F.	\$148,959.00
6" Thick Residential Drive Approach for Knuckles & Cul-de-Sacs, per City Standard S-02A (24' wide)		\$6.13	S.F.	\$0.00
6" Thick Residential Drive Approach, per City Standard S-02 (24' wide)		\$6.13	S.F.	\$0.00
8" Thick Commercial Drive Approach, Type 1, per City Standard S-03		\$12.50	S.F.	\$0.00
8" Thick Commercial Drive Approach, Type 2, per City Standard S-03		\$12.50	S.F.	\$0.00
8" Thick Commercial Drive Approach, Type 3, per City Standard S-03		\$12.50	S.F.	\$0.00
Curb Ramp per City Standard S-11B	21	\$5,000.00	EA	\$105,000.00
P.C.C. Alley Intersection Reinforced Concrete		\$9.50	S.F.	\$0.00
		\$575.00	C.Y.	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Sub Total P.C. Concrete:</b>				<b>\$817,569.00</b>
<b>MISCELLANEOUS UTILITIES</b>				
Dry Utility Trenching			L.F.	\$0.00
				\$0.00
				\$0.00
<b>Sub Total Miscellaneous Utilities</b>				<b>\$0.00</b>
<b>UNDERGROUNDING EXIST. UTILITIES</b>				
Relocate Power Poles		\$30,000.00	EA	\$0.00
Remove Power Poles			EA	\$0.00
				\$0.00
				\$0.00
<b>Sub Total Undergrounding of Existing Utilities</b>				<b>\$0.00</b>
<b>MISCELLANEOUS</b>				
Earthwork Cut	8,000	\$18.00	C.Y.	\$144,000.00
Earthwork Fill	7,000	\$25.00	C.Y.	\$175,000.00
Trenching		\$3.50	L.F.	\$0.00
Backfill		\$3.50	L.F.	\$0.00
Crushed A.B. under Sidewalk	75,148	\$5.00	SF	\$375,740.00
Adjust Manhole to Grade	34	\$250.00	EA	\$8,500.00
Saw Cut	292	\$0.75	L.F.	\$219.00
Truncated Dome Panels per APWA Standard 111-3		\$600.00	EA	\$0.00



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract No 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 3/31/2021  
 BY: Jeff Rupp

<b>STREETS</b>				
Item Description	Quantity	Unit Cost	Unit	Cost
Tree Removal		\$665.00	EA	\$0.00
<b>MISCELLANEOUS CONT'D</b>				
Tree Wells & Covers		\$85.00	EA	\$0.00
Hand Railings		\$45.00	LF	\$0.00
Street Lighting	30	\$2,500.00	AC	\$75,000.00
Relocate Private Mail Boxes		\$250.00	EA	\$0.00
6' Tall Commercial Grade Wrought Iron		\$200.00	LF	\$0.00
Knox Box per Fire Std A-3		\$150.00	EA	\$0.00
Adjust Water Valve to Grade	56	\$100.00	EA	\$5,600.00
<b>Sub Total Miscellaneous:</b>				<b>\$784,059.00</b>
<b>TRAFFIC CONTROL</b>				
Striping Removals		\$2.00	L.F.	\$0.00
2" to 4" wide Pavement Striping		\$2.00	L.F.	\$0.00
4" wide Pavement Striping	2,457	\$1.00	L.F.	\$2,457.00
6" wide Pavement Striping	2,521	\$2.00	L.F.	\$5,042.00
12" wide Pavement Striping	154	\$3.00	L.F.	\$462.00
Pavement Markings	4	\$250.00	EA	\$1,000.00
Traffic Signs		\$275.00	EA	\$0.00
Street Name Signs	10	\$383.33	EA	\$3,833.30
Sign Removals		\$175.00	EA	\$0.00
Replace Vehicle Detector Loops		\$400.00	EA	\$0.00
Guard Rail/Barricade		\$48.00	L.F.	\$0.00
Guide Markers		\$18.00	EA	\$0.00
Remove Temporary Turnaround		\$710.00	EA	\$0.00
Construct Temporary Turnaround		\$1,400.00	EA	\$0.00
Traffic Control Plans			L.S.	\$0.00
Install Carsonite Markers 5' OC		\$50.00	EA	\$0.00
R-1 Stop Sign	10	\$250.00	EA	\$2,500.00
Lane line detail 12 and 38	524	\$0.50	LF	\$262.00
Misc Signs	8	\$250.00	EA	\$2,000.00
<b>Sub Total Traffic Control:</b>				<b>\$17,556.30</b>
<b>Sub-Total Streets:</b>				<b>\$2,715,653.68</b>
<b>10% Contingency:</b>				<b>\$271,565.37</b>
<b>TOTAL STREET COST:</b>				<b>\$2,987,219.04</b>

PLAN & PERMIT FEE CALCULATION FORMULA	
\$0-\$50,000 is 5% of Cost Est.	\$2,500.00
\$50,001-\$250,000 is 4% of Cost Est.	\$8,000.00
\$250,001 + is 3% of Cost Est.	\$82,116.57



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 3/31/2021  
 BY: Jeff Rupp

<b>DRAINAGE</b>				
Item Description	Quantity	Unit Cost	Unit	Cost
<b>PIPES</b>				
8" R.C.P.		\$ 69.00	L.F.	\$ -
12" R.C.P.		\$ 72.67	L.F.	\$ -
15" R.C.P.		\$ 84.25	L.F.	\$ -
18" R.C.P.	751	\$ 97.33	L.F.	\$ 73,095
21" R.C.P.		\$ 96.80	L.F.	\$ -
24" R.C.P.	1,268	\$ 113.83	L.F.	\$ 144,336
27" R.C.P.		\$ 99.33	L.F.	\$ -
30" R.C.P.	213	\$ 129.17	L.F.	\$ 27,513
33" R.C.P.		\$ 136.50	L.F.	\$ -
36" R.C.P.	943	\$ 130.00	L.F.	\$ 122,590
39" R.C.P.		\$ 149.50	L.F.	\$ -
42" R.C.P.	931	\$ 145.00	L.F.	\$ 134,995
45" R.C.P.		\$ 170.00	L.F.	\$ -
48" R.C.P.	463	\$ 160.00	L.F.	\$ 74,080
51" R.C.P.		\$ 197.50	L.F.	\$ -
54" R.C.P.		\$ 200.00	L.F.	\$ -
57" R.C.P.	1,240	\$ 235.00	L.F.	\$ 291,400
60" R.C.P.		\$ 240.00	L.F.	\$ -
84" R.C.P.		\$ 280.00	L.F.	\$ -
96" R.C.P.		\$ 320.00	L.F.	\$ -
96" CMP		\$ 230.00	L.F.	\$ -
120" CMP		\$ 245.00	L.F.	\$ -
Pipe Size -			L.F.	\$ -
Pipe Size -			L.F.	\$ -
18" CSP		40	L.F.	\$ -
				\$ -
<b>Sub Total Pipes:</b>				<b>\$ 868,009</b>
<b>MANHOLES</b>				
Standard Manhole, 36" pipe or less, per Standard D-04 or APWA 321-1	3	\$ 7,500.00	EA	\$ 22,500
Standard Manhole, Greater than 36" pipe, per Standard D-04 or APWA 320-1	4	\$ 8,000.00	EA	\$ 32,000
Pre-Cast Storm Drain Manhole, per Standard D-05 or APWA 322-1	2	\$ 8,500.00	EA	\$ 17,000
Adjust Manhole to grade		\$ 400.00	EA	\$ -
Concrete Collar (up to 48")	4	\$ 300.00	EA	\$ 1,200
				\$ -
				\$ -
<b>Sub Total Manholes:</b>				<b>\$ 72,700</b>



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 3/31/2021  
 BY: Jeff Rupp

<b>DRAINAGE</b>				
Item Description	Quantity	Unit Cost	Unit	Cost
<b>STRUCTURES/BOXES</b>				
Junction Structure per APWA 333-1	7	\$ 6,500.00	EA	\$ 45,500
Junction Structure per APWA 333-2		\$ 6,500.00	EA	\$ -
Junction Structure per APWA 334-1		\$ 4,000.00	EA	\$ -
Junction Structure per APWA 332-1		\$ 4,000.00	EA	\$ -
Transition Structure per APWA 340-1	2	\$ 10,000.00	EA	\$ 20,000
				\$ -
				\$ -
				\$ -
Headwalls (to nearest 1/2 C.Y.)	21	\$ 500.00	C.Y.	\$ 10,500
Concrete Slope Anchor		\$ 500.00	EA	\$ -
				\$ -
				\$ -
Reinforced Concrete Box (4'x12')		\$ 500.00	L.F.	\$ -
Reinforced Concrete Box (7'x12')		\$ 1,800.00	L.F.	\$ -
Reinforced Concrete Box (10.5'x15.5')		\$ 2,200.00	L.F.	\$ -
				\$ -
				\$ -
<b>Sub Total Structures/Boxes:</b>				<b>\$ 76,000</b>
<b>BASINS</b>				
Catch Basin W = 4', V=7'		\$ 3,500.00	EA	\$ -
Catch Basin W = 7', V=7'		\$ 5,500.00	EA	\$ -
Catch Basin W = 10', V=7'		\$ 10,000.00	EA	\$ -
Catch Basin W = 14', V=7'		\$ 15,000.00	EA	\$ -
Catch Basin W = 21', V=7'		\$ 18,000.00	EA	\$ -
				\$ -
				\$ -
<b>Sub Total Basins:</b>				<b>\$ -</b>
<b>INLETS/OUTLETS</b>				
Standard Drop Inlet, per Standard D-02	14	\$ 3,500.00	EA	\$ 49,000
Standard Drop Inlet, per Standard D-03		\$ 3,500.00	EA	\$ -
Side Inlet for Standard Drop Inlet		\$ 2,500.00	EA	\$ -
36" CMP Inlet		\$ 3,500.00	EA	\$ -
CSP Drop Inlet		\$ 3,500.00	EA	\$ -
Inlet Structure			L.F.	\$ -
Outlet Structure			L.F.	\$ -
18" Metal Flared End		\$ 500.00	EA	\$ -
Trash Rack per SPPWC 361-2	4	\$ 2,500.00		\$ 10,000
<b>Sub Total Inlets/Outlets:</b>				<b>\$ 59,000</b>



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 3/31/2021  
 BY: Jeff Rupp

<b>DRAINAGE</b>				
Item Description	Quantity	Unit Cost	Unit	Cost
<b>CROSSINGS</b>				
Standard Wash Crossing, per Std D-01A		\$ 4,000.00	EA	\$ -
Channel Crossing for Exist. Rural Residential, per Standard D-01B		\$ 6,000.00	EA	\$ -
				\$ -
				\$ -
<b>Sub Total Crossings:</b>				\$ -
<b>DRYWELLS</b>				
Drywell System, per Standard D-06		\$ 25,000.00	EA	\$ -
Drywell & Interceptor, per Standard D-07		\$ 30,000.00	EA	\$ -
				\$ -
				\$ -
<b>Sub Total Drywells:</b>				\$ -
<b>DRAINS</b>				
Curb Drain		\$ 1,500.00	EA	\$ -
Under sidewalk Drain		\$ 2,500.00	EA	\$ -
Parkway Drain per APWA 151-1 Type 2		\$ 3,500.00	EA	\$ -
Parkway Culvert		\$ 47.50	L.F.	\$ -
Rail top Culvert: S=		\$ 300.00	L.F.	\$ -
				\$ -
				\$ -
<b>Sub Total Drains:</b>				\$ -
<b>MISCELANEOUS</b>				
Breaking Pavement & Resurface - A.C.			S.F.	\$ -
Traffic Control - Storm Drain			L.S.	\$ -
P.C.C. Access Drive		\$ 7.50	S.F.	\$ -
Perimeter Masonry Wall		\$ 15.00	L.F.	\$ -
Perimeter Wrought Iron Fence		\$ 6.00	L.F.	\$ -
Wrought Iron Gates - 5' Pedestrian			L.S.	\$ -
Wrought Iron Gates - 20'			L.S.	\$ -
Pump			EA	\$ -
Water Valve			EA	\$ -
Slope Protection		\$ 0.45	S.F.	\$ -
Rip Rap		\$ 11.00	C.Y.	\$ -
Grouted Rip Rap	917	\$ 150.00	C.Y.	\$ 137,550
5" Thick Spillway	3,740	\$ 7.00	S.F.	\$ 26,180
Detention Basin Grading	1	\$ 80,000.00	L.S.	\$ 80,000
				\$ -
<b>Sub Total Miscellaneous:</b>				\$ 243,730



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 3/31/2021  
 BY: Jeff Rupp

**DRAINAGE**

Item Description	Quantity	Unit Cost	Unit	Cost
<b>CHANNEL SYSTEM</b>				
Concrete Slope, 6" Thick			C.Y.	\$ -
Reinforcing Steel			L.F.	\$ -
				\$ -
				\$ -
				\$ -
<b>Sub Total Channel System:</b>				<b>\$ -</b>
<b>MS4 PERMIT COMPLIANCE</b>				
NPDES/SWPPP	1	\$ 3,000.00	LS	\$ 3,000
				\$ -
				\$ -
				\$ -
<b>Sub Total MS4 Permit Compliance:</b>				<b>\$ 3,000</b>

**Sub-Total Drainage: \$ 1,322,439**

**10% Contingencies \$ 132,244**

**TOTAL DRAINAGE COST: \$ 1,454,683**

PLAN & PERMIT FEE CALCULATION FORMULA	
	<b>\$46,640.50</b>
\$0-\$50,000 is 5% of Cost Est.	\$2,500.00
\$50,001-\$250,000 is 4% of Cost Est.	\$8,000.00
\$250,001 + is 3% of Cost Est.	\$36,140.50



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 1/19/2021  
 BY: Jeff Rupp

Item Description	Quantity	Unit Cost	Unit	Cost
4" PVC/VCP Lateral per Standard SS-03	4,050	\$ 60.00	L.F.	\$ 243,000
6" PVC/VCP Lateral Per Standard SS-03		\$ 65.00	L.F.	\$ -
				\$ -
8" PVC/VCP Sewer Main	6,548	\$ 75.00	L.F.	\$ 491,100
10" PVC/VCP Sewer Main		\$ 80.00	L.F.	\$ -
12" PVC/VCP Sewer Main		\$ 85.00	L.F.	\$ -
15" PVC/VCP Sewer Main		\$ 100.00	L.F.	\$ -
18" PVC/VCP Sewer Main		\$ 120.00	L.F.	\$ -
21" PVC/VCP Sewer Main		\$ 145.00	L.F.	\$ -
24" PVC/VCP Sewer Main		\$ 170.00	L.F.	\$ -
27" PVC/VCP Sewer Main		\$ 185.00	L.F.	\$ -
30" PVC/VCP Sewer Main		\$ 195.00	L.F.	\$ -
33" PVC/VCP Sewer Main		\$ 210.00	L.F.	\$ -
36" PVC/VCP Sewer Main		\$ 225.00	L.F.	\$ -
39" PVC/VCP Sewer Main		\$ 240.00	L.F.	\$ -
42" PVC/VCP Sewer Main		\$ 260.00	L.F.	\$ -
45" PVC/VCP Sewer Main	1,240	\$ 280.00	L.F.	\$ 347,200
48" PVC/VCP Sewer Main		\$ 300.00	L.F.	\$ -
				\$ -
Cast Iron Pipe		\$ 8.25	L.F.	\$ -
				\$ -
				\$ -
<b>Sub Total Pipes:</b>				<b>\$ 1,041,300</b>
48" Diameter Manhole per Standard SS-01	16	\$ 2,500.00	EA	\$ 40,000
60" Diameter Manhole per Standard SS-01	8	\$ 7,500.00	EA	\$ 60,000
48" Sewer Drop Manhole per Standard SS-07		\$ 3,250.00	EA	\$ -
60" Drop Manhole per SS-07A		\$ 5,750.00	EA	\$ -
Sewer Manhole w/Internal Sewer Main Drop per Standard SS-07A		\$ 8,000.00	EA	\$ -
Adjust Manhole To Grade		\$ 400.00	EA	\$ -
Connect to Exist. Manhole		\$ 2,500.00	EA	\$ -
Reconstruct Manhole Bottom		\$ 1,000.00	EA	\$ -
Concrete, Class 1, 3250 PSI (Manhole Bases, Sewer Saddles, etc.)			C.Y.	\$ -
				\$ -
				\$ -
<b>Sub Total Manholes:</b>				<b>\$ 100,000</b>





ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 1/19/2021  
 BY: Jeff Rupp

SEWER				
Item Description	Quantity	Unit Cost	Unit	Cost
<b>BEDDING CONT'D</b>				
				\$ -
<b>Sub Total Bedding:</b>				\$ -
<b>MISCELLANEOUS</b>				
Breaking Pavement & Resurface - A.C.		\$ 7.00	S.F.	\$ -
Breaking Pavement & Resurface - Concrete		\$ 13.00	S.F.	\$ -
Stub & Plug Ends		\$ 100.00	EA	\$ -
Chimneys		\$ 900.00	EA	\$ -
Backwater Valve	10	\$ 350.00	EA	\$ 3,500
Tees & Wyes		\$ 90.00	EA	\$ -
TV Inspections		\$ 1.75	L.F.	\$ -
Traffic Control			LS	\$ -
				\$ -
				\$ -
				\$ -
<b>Sub Total Miscellaneous:</b>				\$ 3,500

**Sub-Total Sewer:** \$ 1,265,800

**10% Contingency:** \$ 126,580

**TOTAL SEWER COST:** \$ 1,392,380

PLAN & PERMIT FEE CALCULATION FORMULA	
	\$44,771.40
\$0-\$50,000 is 5% of Cost Est.	\$2,500.00
\$50,001-\$250,000 is 4% of Cost Est.	\$8,000.00
\$250,001 + is 3% of Cost Est.	\$34,271.40



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 4/5/2021  
 BY: Jeff Rupp

<b>WATER</b>				
Item Description	Quantity	Unit Cost	Unit	Cost
<b>MAINLINE</b>				
4" PVC C-900, Class 305		\$ 31.00	L.F.	\$0.00
6" PVC C-900, Class 305	56	\$ 42.00	L.F.	\$2,352.00
8" PVC C-900, Class 305	6,078	\$ 55.00	L.F.	\$334,290.00
10" PVC C-900, Class 305		\$ 62.00	L.F.	\$0.00
12" PVC C-900, Class 305		\$ 68.00	L.F.	\$0.00
16" PVC C-905, Class 235		\$ 84.00	L.F.	\$0.00
18" PVC C-905, Class 235		\$ 106.00	L.F.	\$0.00
20" PVC C-905, Class 235		\$ 124.00	L.F.	\$0.00
24" PVC C-905, Class 235		\$ 289.00	L.F.	\$0.00
				\$0.00
4" CMLC Pipe, 10GA Min. Steel Wall Thickness		\$ 31.00	L.F.	\$0.00
6" CMLC Pipe, 10GA Min. Steel Wall Thickness		\$ 42.00	L.F.	\$0.00
8" CMLC Pipe, 10GA Min. Steel Wall Thickness		\$ 55.00	L.F.	\$0.00
10" CMLC Pipe, 10GA Min. Steel Wall Thickness		\$ 62.00	L.F.	\$0.00
12" CMLC Pipe, 10GA Min. Steel Wall Thickness		\$ 68.00	L.F.	\$0.00
16" CMLC Pipe, 10GA Min. Steel Wall Thickness		\$ 84.00	L.F.	\$0.00
18" CMLC Pipe, 10GA Min. Steel Wall Thickness	1,240	\$ 106.00	L.F.	\$131,440.00
20" CMLC Pipe, 10GA Min. Steel Wall Thickness		\$ 124.00	L.F.	\$0.00
24" CMLC Pipe, 10GA Min. Steel Wall Thickness		\$ 289.00	L.F.	\$0.00
				\$0.00
4" CMLC Pipe, 0.25" Min. Steel Wall Thickness		\$ 31.00	L.F.	\$0.00
6" CMLC Pipe, 0.25" Min. Steel Wall Thickness		\$ 42.00	L.F.	\$0.00
8" CMLC Pipe, 0.25" Min. Steel Wall Thickness		\$ 55.00	L.F.	\$0.00
10" CMLC Pipe, 0.25" Min. Steel Wall Thickness		\$ 62.00	L.F.	\$0.00
12" CMLC Pipe, 0.25" Min. Steel Wall Thickness		\$ 68.00	L.F.	\$0.00
<b>MAINLINE (cont'd)</b>				
16" CMLC Pipe, 0.25" Min. Steel Wall Thickness		\$ 84.00	L.F.	\$0.00
18" CMLC Pipe, 0.25" Min. Steel Wall Thickness		\$ 106.00	L.F.	\$0.00
20" CMLC Pipe, 0.25" Min. Steel Wall Thickness		\$ 124.00	L.F.	\$0.00
24" CMLC Pipe, 0.25" Min. Steel Wall Thickness		\$ 289.00	L.F.	\$0.00
Abandon Existing 6" Water Main		\$ 1.00	L.F.	\$0.00
				\$0.00
<b>Sub Total Mainline:</b>				<b>\$468,082.00</b>
<b>HOT TAP</b>				
Hot Tap - 4"		\$ 1,750.00	EA	\$0.00
Hot Tap - 6"		\$ 2,000.00	EA	\$0.00
Hot Tap - 8"		\$ 2,250.00	EA	\$0.00
Hot Tap - 10"		\$ 2,500.00	EA	\$0.00
Hot Tap - 12"	2	\$ 2,750.00	EA	\$5,500.00



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 4/5/2021  
 BY: Jeff Rupp

<b>WATER</b>				
Item Description	Quantity	Unit Cost	Unit	Cost
<b>HOT TAP CONT'D</b>				
				\$0.00
				\$0.00
<b>Sub Total Hot Tap:</b>				<b>\$5,500.00</b>
<b>METERS &amp; SERVICE LINES</b>				
3/4" Water Meter with Service Line		\$ 1,830.00	EA	\$0.00
3/4" Water Meter without Service Line		\$ 479.00	EA	\$0.00
1" Water Meter with Service Line	135	\$ 2,031.00	EA	\$274,185.00
1" Water Meter without Service Line		\$ 651.00	EA	\$0.00
1-1/2" Water Meter with Service Line		\$ 2,951.00	EA	\$0.00
1-1/2" Water Meter without Service Line		\$ 1,215.00	EA	\$0.00
2" Water Meter with Service Line		\$ 3,234.00	EA	\$0.00
2" Water Meter without Service Line		\$ 1,786.00	EA	\$0.00
3" Water Meter with strainer		\$ 2,386.00	EA	\$0.00
4" Water Meter with strainer		\$ 3,270.00	EA	\$0.00
6" Water Meter with strainer		\$ 5,045.00	EA	\$0.00
8" Water Meter with strainer		\$ 6,462.00	EA	\$0.00
				\$0.00
<b>Sub Total Meters &amp; Service Lines:</b>				<b>\$274,185.00</b>



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 4/5/2021  
 BY: Jeff Rupp

<b>WATER</b>				
Item Description	Quantity	Unit Cost	Unit	Cost
<b>VALVES</b>				
4" Gate Valve		\$ 700.00	EA	\$0.00
6" Gate Valve	4	\$ 1,000.00	EA	\$4,000.00
8" Gate Valve	27	\$ 1,350.00	EA	\$36,450.00
12" Gate Valve	2	\$ 2,200.00	EA	\$4,400.00
				\$0.00
12" Butterfly Valve		\$ 2,200.00	EA	\$0.00
16" Butterfly Valve		\$ 4,500.00	EA	\$0.00
18" Butterfly Valve		\$ 6,800.00	EA	\$0.00
20" Butterfly Valve		\$ 8,000.00	EA	\$0.00
				\$0.00
1" Air Vacuum Valve	3	\$ 3,000.00	EA	\$9,000.00
2" Air Vacuum Valve		\$ 5,000.00	EA	\$0.00
4" Blow Off Valve	0	\$ 1,600.00	EA	\$0.00
				\$0.00
<b>Sub Total Valves:</b>				<b>\$53,850.00</b>
<b>BACKFLOWS</b>				
3/4" Reduced Pressure Backflow Device		\$ 1,700.00	EA	\$0.00
1" Reduced Pressure Backflow Device		\$ 2,000.00	EA	\$0.00
1-1/2" Reduced Pressure Backflow Device		\$ 2,800.00	EA	\$0.00
2" Reduced Pressure Backflow Device		\$ 3,500.00	EA	\$0.00
3" Reduced Pressure Backflow Device			EA	\$0.00
4" Reduced Pressure Backflow Device			EA	\$0.00
6" Reduced Pressure Backflow Device			EA	\$0.00
8" Reduced Pressure Backflow Device			EA	
Backlow Test (RP)		\$ 65.00	EA	\$0.00
				\$0.00
				\$0.00
<b>Sub Total Backflows:</b>				<b>\$0.00</b>
<b>FIRE SERVICE</b>				
RPDCA, Reduced Pressure Backflow Device for Fire Services		\$ 25,000.00	EA	\$0.00
Standard Fire Hydrant, High-Pressure Dry Barrel w/Traffic Break Away, Mueller or American Flow Control, Model Super Centurion, American Darling or Waterous	30	\$ 4,750.00	EA	\$142,500.00
Fire Hydrant Marker W-13	30	\$ 150.00	EA	\$4,500.00



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 4/5/2021  
 BY: Jeff Rupp

**WATER**

Item Description	Quantity	Unit Cost	Unit	Cost
<b>FIRE SERVICE (cont'd)</b>				
				\$0.00
				\$0.00
<b>Sub Total Fire Service:</b>				<b>\$147,000.00</b>
<b>MISCELLANEOUS</b>				
Water Sampler Station		\$ 500.00	EA	\$0.00
Thrust Block		\$ 350.00	EA	\$0.00
Remove Thrust Block		\$ 200.00	EA	\$0.00
Adjust water valve can to grade		\$ 300.00	EA	\$0.00
Trench Repair		\$ 3.50	S.F.	\$0.00
Pump Station		\$ 1,100.00	GPM	\$0.00
Disinfection Facilities (Cl & NH <sub>3</sub> System)		\$ 500,000.00	EA	\$0.00
Regulating Facilities		\$ 250,000.00	EA	\$0.00
Water Storage Tank		\$ 1.25	GAL.	\$0.00
Blow Off		\$ 5,000.00	EA	\$0.00
Traffic Control			L.S.	\$0.00
8" Tees, Bends, Elbows, reducers	21	\$ 250.00	EA	\$5,250.00
12" Tees, Bends, Elbows	1	\$ 300.00	EA	\$300.00
Water Undercrossing per City Std. W-38	1	\$ 5,000.00	EA	\$5,000.00
<b>Sub Total Miscellaneous:</b>				<b>\$10,550.00</b>

**Sub-Total Water:** **\$959,167.00**

**10% Contingency:** **\$95,916.70**

**TOTAL WATER COST:** **\$1,055,083.70**

PLAN & PERMIT FEE CALCULATION FORMULA	\$34,652.51
\$0-\$50,000 is 5% of Cost Est.	\$2,500.00
\$50,001-\$250,000 is 4% of Cost Est.	\$8,000.00
\$250,001 + is 3% of Cost Est.	\$24,152.51



ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT  
**ENGINEER'S COST ESTIMATE**

PROJECT NO: Tract 20275  
 LOCATION: Monte Vista Road & Luna Road  
 DATE: 1/19/2021  
 BY: Jeff Rupp

**MONUMENTATION**

 Engineer's Stamp	No. of Lots	<u>135</u>	Subdivision No.	<u>20275</u>
	Prepared By	<u>Jeff Rupp</u>		
	R.C.E. Number	<u>42868</u>	Expiration Date	<u>3/31/2022</u>

Item Description	Quantity	Unit Cost	Unit	Cost
<b>PROPERTY BOUNDARIES</b>				
2" Iron Pipe or Lead w/Brass Tag for setting Tract Boundary Corners	8	\$1,000.00	EA	\$8,000.00
1" Iron Pipe or Nail w/Brass Tag for setting In Face or Top of Wall for Rear Lot Corners	135	\$100.00	EA	\$13,500.00
Nail for setting at Top of Curb on prolongation of Side Lot Lines	135	\$100.00	EA	\$13,500.00
	1,240			\$0.00
				\$0.00
<b>Sub Total Property Boundaries:</b>				<b>\$35,000.00</b>

<b>INTERSECTIONS/CENTERLINES/BCR's/ECR's</b>				
1" Iron Pipe or Lead w/Brass Tag for setting all Street Intersections, Street Centerlines, BC's, EC's, & PRC's	25	\$500.00	EA	\$12,500.00
				\$0.00
				\$0.00
<b>Sub Total Intersections/Centerlines/BCR's/ECR's:</b>				<b>\$12,500.00</b>

<b>Sub-Total Monumentation:</b>	<b>\$47,500.00</b>
<b>10% Contingencies:</b>	<b>\$4,750.00</b>
<b>TOTAL MONUMENTATION COST:</b>	<b>\$52,250.00</b>

INSPECTION & PERMIT FEE CALCULATION FORMULA	\$296.00
1 LOTS -100 LOTS @ \$240.00	\$240.00
101 LOTS - 200 LOTS @ \$240.00 + \$1.60/LOT	\$56.00
201 LOTS PLUS @ \$400.00 + \$1.00/LOT	\$0.00