

RECORDED AT REQUEST OF AND
WHEN RECORDED RETURN TO:

CITY OF TEMECULA
Randi Johl
City Clerk
41000 Main Street
Temecula, CA 92590

EXEMPT FROM RECORDER'S FEES
PURSUANT TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

Space above this line for Recorder's Use Only

SUBDIVISION MONUMENT AGREEMENT

(Secured with Bonds, Cash/Certificate of Deposit and/or Letter of Credit)

This agreement is made and entered into the 28th day of July, 2025 by and between the City of Temecula, California, a Municipal Corporation of the State of California, hereinafter referred to as CITY, and the SUBDIVIDER.

RECITALS

A. SUBDIVIDER has presented to City the following contact information:

Tentative Map Resolution of Approval or Planning Application No.:	
Name of Subdivision: Elderberry Park	Tract No.: 36483
Name/Address of SUBDIVIDER: Woodside 05S, LP 1250 Corona Pointe #500 Corona, CA 92879	Anticipated Completion Date: May 2028
SUBDIVIDER'S Contact Name/Phone No.: Trent Heiner / 949-456-5044	
Estimated Total Cost of: (a) Improvements: \$ _____ (b) Monumentation: \$ 36,500	

Name, Address, Contact Name and Phone No. of **Surety Company & Bond No.:**

Name, Address, Contact Name and Phone No. of **Bank & Certificate of Deposit No.:**

B. SUBDIVIDER has presented to CITY for approval and recordation, a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California and the CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws".

C. A tentative map of the SUBDIVISION has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this agreement by reference.

D. The Subdivision Laws establish as a condition precedent to the approval of a final map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (a) completed, in compliance with CITY standards, all the improvements and land development work required by the Subdivision Laws and the Resolution of Approval or, (b) have entered into a secured Agreement with CITY to complete the improvements and land development within a period of time specified by CITY.

E. In consideration of approval of a final map for the SUBDIVISION by the City Council, SUBDIVIDER desires to enter into this Agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER'S own expense, all monumentation required by CITY in connection with the proposed subdivision. SUBDIVIDER has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.

F. For the purpose of this Agreement, the only improvements that remain to be completed for this unit is installation of the subdivision monumentation, and improvements as used throughout this Agreement implies said monumentation.

G. An estimate of the cost of the Subdivision Monumentation has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as **Exhibit "A"** to this Agreement.

H. SUBDIVIDER recognizes that by approval of the final map for SUBDIVISION, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the SUBDIVISION, and has taken the final act necessary to subdivide the property within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER'S failure to perform its obligations under this Agreement, including,

but not limited to, SUBDIVIDER'S obligation to complete construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and the Subdivision Laws in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the final map of the SUBDIVISION, SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER'S Obligations to Construct Improvements. SUBDIVIDER shall:
 - a. Install all SUBDIVISION monuments required by law within eighteen (18) months of the date of this Agreement.
 - b. Prevailing Wages. Pursuant to the requirements of Labor Code Section 1720, SUBDIVIDER shall pay prevailing wages for all work performed for the construction, alteration, demolition, installation, or repair for the Street Improvement Work required by this Agreement. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office of Temecula. SUBDIVIDER shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rate as a minimum. SUBDIVIDER shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6 and 1813 of the Labor Code and other applicable laws and regulations with respect to the payment of prevailing wages. Pursuant to the provisions of 1775 of the Labor Code, SUBDIVIDER shall forfeit to the CITY, as a penalty, the sum of \$25.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by it or by any subcontractor under it, in violation of the provisions of the Agreement or in violation of any applicable laws or regulations pertaining to the payment of prevailing wages.
2. Security. SUBDIVIDER shall at all times guarantee SUBDIVIDER'S performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:
 - a. Good and sufficient security in the amount of 100% of the estimated cost of setting subdivision monuments as stated previously in this Agreement.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on Page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released.

3. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the monumentation by CITY. Upon completion of the work the SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the

completion of the monumentation to the City Council. SUBDIVIDER shall bear all costs of inspection and certification.

4. Release of Securities.

- a. Subject to approval by the City Council of CITY, the securities given for installation of the Subdivision Monumentation, and as required by this Agreement, shall be released upon final completion and acceptance of the act of work.
- b. The Surety's liability under any bonds or other forms of security provided pursuant to this Agreement shall be released only upon final completion and CITY's acceptance of the work required pursuant to this Agreement.

5. Injury to Public Improvements, Public Property or Public Utility Facilities. SUBDIVIDER shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

6. Permits. SUBDIVIDER shall, at SUBDIVIDER'S expense, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

7. Default of SUBDIVIDER.

- a. Default of SUBDIVIDER shall include, but not limited to, SUBDIVIDER'S failure to timely commence construction of this Agreement; SUBDIVIDER'S failure to timely complete construction of the monumentation; SUBDIVIDER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which SUBDIVIDER fails to discharge within thirty (30) days; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance on lieu or in avoidance of foreclosure; or SUBDIVIDER'S failure to perform any other obligation under this Agreement.
- b. The CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER'S obligations under this Agreement. The CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY damages for SUBDIVIDER'S default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the public improvements in accordance with the final map and specifications contained herein.
- c. In the event of SUBDIVIDER'S default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation twenty days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety, and agrees to pay the entire cost of such performance by CITY.
- d. CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER,

and SUBDIVIDER'S Surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

- e. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the SUBDIVISION, or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this Subsection C is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER'S breach shall be in the discretion of CITY.
 - f. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorney's fees.
 - g. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.
8. 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.
 9. Injury to Work. Until such time as the improvements are accepted by CITY, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, SUBDIVIDER will be responsible for the care, maintenance of, and any damage to such improvement. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.
 10. Other Agreements. Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to Agreements concurrently or previously executed between the parties, or from entering into Agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the CITY ordinance providing therefore, nor shall anything in this Agreement commit CITY of any such apportionment.
 11. Final Acceptance of Work. Acceptance of the work on behalf of CITY shall be made by City Council upon recommendation of the City Engineer after final completion and inspection of all monumentation. The City Council shall act upon the Engineer's recommendation within thirty (30) days from the date the City Engineer certifies that the work has been finally completed, as provided in Paragraph 3.
 12. Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents or employees in the performance of this Agreement. SUBDIVIDER further agrees to protect and hold harmless CITY, its officials and employees from any and all claims, demands, causes or action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents

or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the installation or review of the improvements. Provisions of this paragraph shall remain in full force and effect for ten years following the acceptance by the CITY of improvements. It is the intent of this action that SUBDIVIDER shall be responsible for all liability for installation and inspection of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any map or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

13. Sale or Disposition of SUBDIVISION. Sale or other disposition of this property will not relieve SUBDIVIDER from the obligations set forth herein. If SUBDIVIDER sells the property or any portion of the property within the SUBDIVISION to any other person, the SUBDIVIDER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the SUBDIVIDER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the SUBDIVIDER of the obligations under Paragraph 17 for the work or improvement done by SUBDIVIDER.
14. Time of the Essence. Time is of the essence of this Agreement.
15. Time for Completion of Work/Time Extension. SUBDIVIDER shall complete construction of the improvements required by this Agreement within eighteen (18) months of this Agreement. In the event good cause exists as determined by the City Engineer, the time for completion of the improvements hereunder may be extended. The extension shall be made by writing executed by the City Engineer. Any such extension may be granted without notice to SUBDIVIDER'S Surety and shall not affect the validity of this Agreement or release the Surety or Sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, or by an act of God, which SUBDIVIDER, could not have reasonably foreseen, or by storm or inclement weather which prevent the conducting of work, and which were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for an extension of time for completion. As a condition of such extension, the City Engineer may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.
16. SUBDIVIDER'S Responsibilities. The SUBDIVIDER shall keep itself informed of all local, State and Federal Laws and regulations which in any manner affect those employed by it or in any way affect the performance of its obligations pursuant to this Agreement. The SUBDIVIDER shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the SUBDIVIDER to comply with this section.
17. No Vesting of Rights. Performance by SUBDIVIDER of this Agreement shall not be construed to vest SUBDIVIDER'S rights with respect to any change in any zoning or building law or ordinance.
18. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by 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 unless a written change of address is filed with the CITY:

SUBDIVISION MONUMENT AGREEMENT

Notice to CITY:

City of Temecula
Ron Moreno
Director of Public Works/City Engineer
41000 Main Street
Temecula CA 92590


Notice to SUBDIVIDER:

Woodside 05S, LP
Trent Heiner
Authorized Signer
1250 Corona Pointe #500
Corona, CA 92879

19. Severability. 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 by the mutual consent of the parties.
20. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.
21. Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.
22. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.
23. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of the CITY, the appropriate party shall be the City Manager.

IN WITNESS WHEREOF, this Agreement is executed by CITY, by and through its Mayor.

SUBDIVIDER*

By: 

Name: Christopher Stanicek

Title: Assistant Secretary

By: 

Name: Trent Heiner

Title: Authorized Signer

(Proper Notarization of SUBDIVIDER'S signature is required and shall be attached)

* Two signatures are required for corporations unless corporate documents are provided that indicate otherwise.

CITY OF TEMECULA

Brenden Kalfus
Mayor

ATTEST:

Randi Johl
City Clerk

RECOMMENDED FOR APPROVAL:

Ron Moreno, P.E. PLS
Director of Public Works/City Engineer

APPROVED AS TO FORM:

Peter M. Thorson
City Attorney

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 July 28, 2025 before me, Dena Upp a Notary Public
(insert name and title of the officer)

personally appeared Trent Heiner and Christopher Stanicek,
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

Dena Upp

(Seal)

