

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 IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT is made and entered into the 13 day of August, 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 warrants and represents to CITY that the following contact information is true and correct:

Tentative Map Resolution of Approval or Planning Application No.: PA14-0087 & LD23-0519	
Name of Subdivision: Elderberry Park	Tract No.: TR 36483
Name/Address of SUBDIVIDER: Woodside 05S, LP 1250 Corona Pointe #500 Corona, CA 92879	Anticipated Completion Date: May 2027
SUBDIVIDER'S Contact Name/Phone No.: Trent Heiner / 949-456-5044	
Estimated Total Cost of: (a) Improvements: \$ <u>3,410,000</u> (b) Monumentation: \$ <u>36,500</u>	
Name, Address, Contact Name and Phone No. of Surety Company or Issuing Bank : Lexon Insurance Company (lexoncalimadministration@sompo-intl.com) Sompo International / 12890 Lebanon Park Road, Mount Juliet, TN 37122-2870	

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 the public improvement work 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. Complete improvement plans for the construction; installation and completion of the improvements required by the Resolution of Approval have been prepared by SUBDIVIDER and approved by the City Engineer ("Improvement Plans"). The Improvement Plans are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the City Engineer. The facilities to be constructed pursuant to the Improvement Plans shall be known as the "Improvements."

G. An estimate of the cost of construction of the Improvements according to the Improvement Plans has been made and had been approved by the City Engineer. The estimated amount is stated in the Recitals of this Agreement. The basis for the estimate is attached as **Exhibit "A"** to this Agreement.

H. The CITY has adopted standards for the construction and installation of improvements within the CITY. The Improvement Plans have been prepared in conformance with the CITY standards in effect on the date of approval of the Resolution of Approval.

I. Within thirty (30) days after completion of the required Improvements and their acceptance by CITY, it is necessary that certain monuments and stakes as specified on the final map for the SUBDIVISION, shall be installed and, also, that street signs be placed at intersections.

J. 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. Comply with all requirements of the Resolution of Approval, and any amendments thereto, and with provisions of the Subdivision laws.
 - b. Complete by the time established in Section 19 of this Agreement and at SUBDIVIDER'S own expense, all the public improvement work required on the Tentative Map and Resolution of Approval in conformance with the Improvement Plans and the CITY standards.
 - c. To the extent required by Labor Code Section 1720, SUBDIVIDER and its contractors shall pay prevailing wages for all work performed for the construction, alteration, demolition, installation, or repair for construction of the Improvements 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 perform the work required by this Agreement from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk of Temecula and copies may be obtained at cost at the City Clerk's Office. 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 \$50.00 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.
 - d. Furnish the necessary materials for completion of the Improvements in conformity with the Improvement Plans and CITY standards.
 - e. Acquire and dedicate, or pay the cost of acquisition by CITY, of all right-of-way, easements and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances. The SUBDIVIDER'S obligations with regard to acquisition by CITY of off-site right-of-way, easements and other interests in real property shall be subject to a separate Agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private drainage easements or authorizations to accommodate the SUBDIVISION.
 - f. Install all SUBDIVISION monuments required by law within thirty (30) days after the completion and acceptance of the Improvements by the CITY.
 - g. Install street name signs conforming to CITY standards. If permanent street name signs have not been installed before acceptance of the Improvements by the CITY, SUBDIVIDER shall install temporary street name signs according to such conditions as the City Engineer may require.
2. Acquisition and Dedication of Easement of Right-of-Way. If any of the Improvements contemplated by this Agreement is to be constructed or installed on land not owned by SUBDIVIDER, no construction or installation shall be commenced before:
- a. The offer of dedication to CITY of appropriate right-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the Improvements, or
 - b. The dedication to, and acceptance by, the CITY of appropriate right-of-way, easements or other interests in real property, as determined by the City Engineer, or

- c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with the order of possession.
3. 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. To assure faithful performance of this Agreement in regard to said Improvements in an amount of 100% of the estimated cost of the Improvements; and
 - b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the Improvements; and
 - c. To guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the Improvements; and
 - d. To assure proper setting of subdivision monumentation, as stated previously in this Agreement, SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of 100% of the estimated cost of setting subdivision monuments.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced in the Recitals 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.

4. Alterations to Improvement Plans.
 - a. Any changes, alterations or additions to the Improvement Plans and specifications or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by the CITY and SUBDIVIDER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, SUBDIVIDER shall provide improvement security for faithful performance as required by Paragraph 3 of this Agreement for 100% of the total estimated cost of the improvement as changed, altered, or amended, minus any completed partial releases allowed by Paragraph 6 of this Agreement.
 - b. The SUBDIVIDER shall construct the Improvements in accordance with the CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right to modify the standards applicable to the SUBDIVISION and this Agreement, when necessary to protect the public health, safety and welfare or comply
5. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the Improvements by CITY inspector and to the shops wherein any work is in preparation. 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 Improvements to the City Council. No Improvements shall be finally accepted unless aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and CITY standards. SUBDIVIDER shall bear all costs of inspection and certification.

6. Release of Securities. Subject to approval by the City Council of CITY, the securities required by this Agreement shall be released as follows:
 - a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.
 - b. In accordance with the requirements of Government Code Section 64999.7, the City Engineer shall allow a partial release of faithful performance security pursuant to the following procedures. No partial release of securities for labor and materials shall be allowed.
 - (1) SUBDIVIDER shall have one opportunity to engage in the process of partial release of performance securities as described in this subsection (b) between the start of work and completion and acceptance of all work on the Improvements. The process allowing for a partial release of performance security shall occur only when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security.
 - (2) At such time that the SUBDIVIDER believes that the obligation to perform the work for which the performance security was required is complete, the SUBDIVIDER may notify the City Engineer in writing of the completed work and shall include with such notification a written list of work completed. Upon receipt of the written notice, the City Engineer shall have forty-five (45) days to review and comment or approve the completion of the required work. If the City Engineer does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, he or she shall supply to the SUBDIVIDER a list of all remaining work to be completed.
 - (3) Within forty-five (45) days of receipt of the list of remaining work from the City Engineer, the SUBDIVIDER may then provide cost estimates for all remaining work for review and approval by the City Engineer. Upon receipt of the cost estimates, the City Engineer shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates.
 - (4) If the City Engineer approves the cost estimate, the City Engineer shall release all performance security except for performance security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City Engineer in accordance with the standards for approval of the original bonds. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City Engineer receives and approves that form of replacement security as provided for the original security. A reduction in the performance security, authorized under this subsection, is not, and shall not be deemed to be, an acceptance by the City Engineer or the City of the Improvements, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the SUBDIVIDER until all Improvements have been accepted by the City Council and all other required improvements have been fully completed in accordance with the plans and specifications for the Improvements.
 - (5) The SUBDIVIDER shall be under the affirmative duty to continue to construct the Improvements in accordance with the Improvement Plans until all remaining items are accepted by the City Council.
 - c. Within forty-five (45) days of completion, as determined by the City Engineer, the City Engineer shall notify the SUBDIVIDER that he or she has determined the Improvements to be complete. Within forty-five (45) days of the issuance of the notification by the City Engineer, the release of any remaining performance security shall be placed upon the agenda of the City Council for acceptance of the Improvements and approval of the release of any remaining performance security. Such acceptance shall not constitute a waiver of defects by CITY. As used in this

Agreement the term "completion" shall mean that all items of work necessary to complete the Improvements in accordance with the Improvement Plans have been constructed to the satisfaction of the City Engineer and that no items remain on the punch list prepared by the City Engineer. "Completion" shall not mean partial use or beneficial use of the Improvement.

- d. Within forty-five (45) days following the expiration of the time within which claims of lien are required to be recorded pursuant to Article 2 (commencing with Section 8410) of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code and acceptance of the Improvements, the security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall be reduced to an amount equal to the total claimed by all claimants for who lien have been filed and of which notice has been given to the legislative body, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Security. (Section 8410 of the Civil Code currently provides that such liens must be recorded within (1) ninety (90) days after completion of the Improvement if no notice of completion or cessation has been recorded or (2) sixty (60) days after recordation of a notice of completion or a notice of cessation.) The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.
 - e. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in paragraph 10, the warranty period shall not commence until final acceptance of all the work and Improvements by the City Council.
 - f. The CITY may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.
 - g. 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.
7. Injury to Improvements, Public Property or Public Utility Facilities. SUBDIVIDER shall replace or have replaced, or repair or have repaired, as the case may be, all 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.
 8. 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.
 9. Default of SUBDIVIDER.
 - a. Default of SUBDIVIDER shall include, but not limited to: (1) SUBDIVIDER'S failure to timely commence construction of this Agreement; (2) SUBDIVIDER'S failure to timely complete construction of the Improvements; (3) SUBDIVIDER'S failure to timely cure any defect in the Improvements; (4) SUBDIVIDER'S failure to perform substantial construction work for a period of 20 calendar days after commencement of the work; (5) 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; (6) the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance on lieu or in avoidance of foreclosure; or (7) 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 Improvements in accordance with the improvement plans and specifications contained herein.
 - c. In the event of SUBDIVIDER'S default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation twenty (20) 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, but is not required to, 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 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.
10. Warranty. SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final acceptance by the City Council of the work and Improvements against any defective work or labor done or defective materials furnished. Where certain Improvements are to be constructed in phases or sections, the one year warranty period shall commence after CITY acceptance of the last completed portion of the Improvements. If within the warranty period any work or Improvement or part of any work or Improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by SUBDIVIDER fails to fulfill any of the requirements of this Agreement or the Improvement Plans, 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, SUBDIVIDER hereby authorizes CITY at CITY option, to perform the work twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER'S and agrees to pay the cost of such work by CITY. Should the CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs.

11. 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.
12. 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.
13. 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.
14. SUBDIVIDER'S Obligation to Warn Public During Construction. Until final acceptance of the Improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous condition.
15. Vesting of Ownership. Upon acceptance of the work on behalf of CITY and recordation of the Notice of Completion, ownership of the Improvements constructed pursuant to this Agreement shall vest in CITY.
16. 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 design or construction of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision, and the Improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other Improvements. Acceptance by the CITY of the Improvements shall not constitute an assumption by the CITY of any responsibility for the design or construction of the subdivision or the Improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the Improvements, the SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition causes by the design or construction defect; however SUBDIVIDER shall not be responsible for routine maintenance. 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 design and construction of the Improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or

specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

17. 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.

18. Time of the Essence. Time is of the essence of this Agreement.

19. Time for Completion of Work/Time Extension. SUBDIVIDER shall complete construction of the Improvements required by this Agreement within twenty-four (24) 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 reasonable 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.

20. Legal 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 and shall require its contractors and subcontractors to 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.

21. 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.

Notice to CITY:

Notice to SUBDIVIDER:

City of Temecula	Woodside 05S, LP
Ron Moreno, P.E., PLS	Trent Heiner
Director of Public Works/City Engineer	Authorized Signer
41000 Main Street	1250 Corona Pointe #500
Temecula, CA 92590	Corona, CA 92879

23. 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.

24. 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.
25. 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.
26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.
27. 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* Woodside 05S, LP

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.

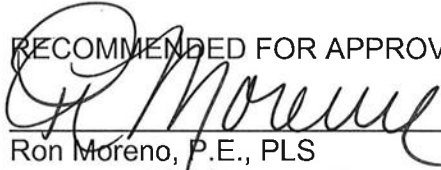
CITY OF TEMECULA

~~James Stewart~~ 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 August 13, 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)

