

**AGREEMENT
FOR
CONSTRUCTION OF IMPROVEMENTS**

WHEREAS, the undersigned, Mission Trail LE LP, whose business address is
14211 Yorba Street, Ste. 200, Tustin, CA 92780

herein referred to as "Contractor", has submitted to the City of Lake Elsinore for its approval a haul route plan for the project known as Mission Trail Apartments; and,

WHEREAS, Contractor desires to enter into an agreement and to furnish security in compliance with the City of Lake Elsinore Municipal Code LEMC 15.72.065. ;

NOW, THEREFORE, in consideration of the approval of said Haul Route plan by the City, and as a condition of such approval, the Contractor promises and agrees at his own expense to adhere to the requirements of said condition and submits with this agreement, security for all costs and expense of in repairing any damage to streets or other public facilities and the removal of any deposits of earth materials or other debris resulting from the permitted operations.

The above enumeration of items is understood to be only a general designation of the work and improvements, and not a binding description thereof.

It is further understood and agreed that upon default of any obligation hereunder and at any time after any such default, the City may make written demand upon the Contractor and surety to immediately remedy the default or complete the work. If said remedial activities or completion of work are not commenced within sixty (60) days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within one hundred twenty (120) days after the making of such demand (or such other time as may be contained in said demand), the City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of the City may be required, all at the full expense and obligation of the Contractor and surety and all without the necessity of giving any further notice to the Contractor or surety before the City performs or arranges for performance of any work, and whether or not the Contractor or surety have constructed any of the requirements at the time. In the event the City elects to complete or arrange for completion of remaining work, the City Engineer, upon such election, may require all work by the Contractor or surety to cease in order to

permit adequate coordination by the City for completing any remaining work not yet completed.

The contractor shall provide security in the form of cash and in the amount of Five Thousand Dollars (\$5,000.00) in compliance with the terms of approval. For purposes of enforcing this agreement, the term "city" includes the city council, the city manager, the city attorney, city engineer, or any of them, or any of their authorized representatives.

In WITNESS WHEREOF, the Contractor has caused this agreement to be executed this 16th day of December, 2017.

FOR: Mission Trail LE LP
Type or Print name of company on line above

SIGNED: 
Type name & title here: Todd Cottle, Authorized Signatory

SIGNED: _____
Type name & title here: _____

CITY OF LAKE ELSINORE

BY: _____
Natasha Johnson, Mayor
CITY OF LAKE ELSINORE

ATTEST:

APPROVED BY:

Susan Domen, City Clerk
CITY OF LAKE ELSINORE

Grant M Yates, City Manager
CITY OF LAKE ELSINORE