

DOC # 2020-0452860

09/23/2020 04:04 PM Fees: \$0.00

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Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

NO FEE DOCUMENTGovernment Code §6103RECORDING REQUESTED BY ANDWHEN RECORDED MAIL TO:

**This document was electronically submitted
to the County of Riverside for recording**
Receipted by: TERESA #134

CITY OF MENIFEE

29714 Haun Road

Menifee, California

Attention: City Clerk

LIEN AGREEMENT

THIS LIEN AGREEMENT ("Lien Agreement") is made and entered into this 27th day of August, 2020 by and between the CITY OF MENIFEE, a California municipal corporation ("City") and DIAMOND BROTHERS FIVE PARTNERSHIP, LP, a California limited partnership ("Owner").

RECITALS

A. Owner has submitted to the City for its approval two residential projects, 1) Tract No. 32102-1, a proposed development comprised of one hundred and thirty two (132) single family residential homes, one (1) public park, and twelve (12) open space lots and 2) Tract No. 32102, a proposed development comprised of one hundred and twenty four (124) single family residential homes and thirteen (13) open space lots, located in the City of Menifee, County of Riverside, State of California (the "Project").

B. In connection with the Project, Owner has applied to City for approval of two Final Maps pursuant to Government Code Section 66434 ("the Subdivision Code") for Final Tract Map 32102-1 and Final Tract Map 32102 ("Final Maps") for real property located within City, a legal description of which is attached hereto as Exhibit "A" (the "Property").

C. The conditions of approval for the Tentative Tract Map for the Property require Owner to construct certain site improvements ("the Public Improvements") on or in the vicinity of the Property that once completed, subject to City Council approval, will be accepted by the City as Public Improvements. The Public Improvements, attached as Exhibit "B", are incorporated herein by this reference.

D. As part of the construction of the Public Improvements, the City has requested security to guarantee the completion of the Public Improvements.

E. Since Owner will not complete the Public Improvements prior to the City's approval of the Final Map, Menifee Municipal Code section 7.80.050 requires Owner to enter into a subdivision improvement agreement with the City for the completion of the Public Improvements, which includes a provision requiring an improvement security.

F. Owner and the City have entered into separate subdivision improvement agreements for the construction of road and drainage improvements, water system improvements, sewer improvements, and survey monument improvements for the Final Maps, titled "Agreement for the Construction of Road and Drainage Improvements," "Agreement for the Construction of Domestic Water System Improvements," "Agreement for the Construction of Recycled Water System Improvements," "Agreement for the Construction of Sewer System Improvements," and "Agreement for the Placement of Survey Monuments," hereinafter referred to as the "Subdivision Improvement Agreements" attached hereto as Exhibit "D."

G. The City is authorized pursuant to California Government Code Section 66499 and section 7.80.050(C) of the Menifee Municipal Code to accept the security proposed by Owner by entering into an agreement ("Lien Agreement") in satisfaction of the security obligations contained in the Subdivision Improvement Agreements.

H. City has found and determined that it would not be in the public interest to require the installation of the Public Improvements sooner than two years after recordation of the Final Map.

I. Owner has provided a title insurance policy and current title report to the City from a title company approved by the City and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the Property and the Property is not subject to any mortgages, deeds of trust, or judgment liens.

OPERATIVE PROVISIONS

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

I. Owner 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 as security for the following obligations of Owner (collectively, the "Obligations"):

(1) Construction of the Public Improvements specified in Exhibit "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of the construction of the Public Improvements as detailed in the Subdivision Improvement Agreements, notwithstanding that such costs may exceed the estimate set forth in Exhibit "C" attached hereto (the "Security Amount"); and

(2) Payment of the balance of the fees or provision of the Public Improvements or services described in the Subdivision Code (collectively, "Fees"), in the amount required in accordance with the Subdivision Code, as determined appropriate by the Director of Public Works.

This Lien secures the Obligations and the remedies provided herein for breach of the Obligations.

B. For so long as title to the property remains subject to this Lien Agreement, Owner shall not: (1) commence work other than grading on any portion of the Public improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the City; or (2) sell or permit the sale of any lot shown on the Final Map. Notwithstanding the above, fee title to the entire property encumbered by this Lien Agreement or not less than 50 lots designated on the Final Map per transaction may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides such alternative security, as may be required by the City of Menifee and executes a new Subdivision Improvement Agreement(s) with the City.

C. Prior to commencing the installation and/or construction of any portion of the Public Improvements required by the Subdivision Improvement Agreements, Owner shall deposit fees for inspection, tests and other related purposes, and shall substitute other forms of security satisfactory to City in place of this Lien Agreement. Grading of the Property shall not be

considered construction of the Public Improvements for the purposes of this Lien Agreement and Owner is not required to substitute other forms of security in place of this Lien Agreement prior to commencing grading.

E. Owner shall provide all substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreements, except that the amounts shall be calculated using the estimated cost of the Public Improvements at the time of substitution, as ascertained by City.

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

G. Owner shall pay the Fees related to the work required by the Subdivision Improvement Agreements for which the Fees are required prior to issuance of any building permit or, if permitted by the City, prior to occupancy.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the City in successfully enforcing Owner's obligations shall be paid by Owner, including attorneys' fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

I. Owner agrees to indemnify, and hold harmless, the City, its officers, employees and agents from any liability whatsoever based or asserted upon: (i) any act or omission of Owner, its employees and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement; or (ii) the approval of this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend, with counsel selected by City, at Owner's own expense, including attorneys' fees, the City, its officers, employees and agents in any legal action based upon such alleged acts or omissions.

II. City's Performance and Obligations

A. Following (1) City's approval of the substitute forms of security submitted by Owner; (2) deposit by Owner of fees for inspections, tests and other specific purposes; and (3) Owner's payment or other performance of the obligations encompassed by the Subdivision Improvement Agreements, performance of which are secured by this Lien Agreement, City shall release the Property from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

B. In no instances shall this Lien Agreement compel the City to construct the required Public Improvements.

III. Owner's Representations and Warranties

Owner represents and warrants that no lots within the Property have been sold, no construction permits (including but not limited to grading permits and building permits) have been issued and are active for all or part of the Property, and no construction of any of the Public Improvements has commenced.

IV. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreements and any associated Fees. Under no circumstances shall the City agree to subordinate the lien.

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

C. This Lien Agreement shall expire upon release of the Property by the City, except that

Owner's obligation to commence the Public Improvements within three (3) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Code), as described in Section I (F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Public Improvements in full compliance with the Subdivision Improvement Agreements.

D. Notwithstanding any provisions of the Subdivision Code 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.

V. Events of Default

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

A. 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 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 (60) days.

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

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

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

E. Breach by Owner of any other term or condition of this Lien Agreement or the Subdivision Improvement Agreements or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified in Section VI below.

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

VI. City's Remedies

Upon the occurrence of any of the events described in Section V, above, City may declare a breach of this Lien Agreement by if Owner does not cure such violation within 90 days after Owner's receipt of written notice from the City (or, if not curable within 90 days, within such period of time as is reasonably necessary, but in no event more than 180 days, provided Developer diligently commences and pursues such cure and indemnifies the City for all related costs, of whatever kind) and City may exercise any one or more of the following remedies:

A. Pursue any or all if the remedies provided in the Subdivision Improvement Agreements;

B. Enforce this lien by appropriate action in court or as provided by law and in the event of enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

C. Estimate the cost of the work required to complete the Public Improvements, and all fees, and foreclose said lien in said amount;

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

E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as cost in said proceedings.

VII. General Provisions

A. Recordation. This Lien Agreement shall be recorded by City with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledge subordination of their interest of this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the City Council of the City of Menifee.

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

E. Governing Law. This Lien Agreement shall be governed, interpreted, construed, and enforced in accordance with laws of the State of California.

F. Headings. The captions and section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or effect construction or interpretation of any term or provision hereof.

G. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the parties hereto have 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 effected thereby, and each term, provision, covenant, or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

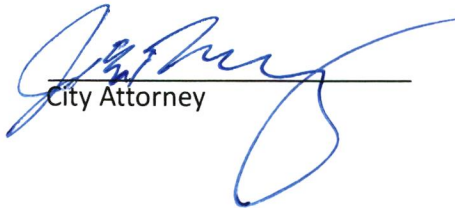
CITY OF MENIFEE,
a Municipal Corporation
of the State of California

By: 
Name:
Its: City Manager

ATTEST.



City Clerk

APPROVED AS TO FORM:


City Attorney

DIAMOND BROTHERS FIVE PARTNERSHIP, LP
a California limited partnership

By: 
Name: George Chiao-Tung Chang
Its: General Partner

Notarized

Sec Attachment

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 Los Angeles)

On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao-Tung Chang
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 _____

(Seal)



Lien Agreement

EXHIBIT "A"

LEGAL DESCRIPTION FOR TRACT NO. 32102-1

LIEN AGREEMENT

BEING THOSE PORTIONS OF PARCEL A AND PARCEL B OF LOT LINE ADJUSTMENT NO. 05221, RECORDED NOVEMBER 26, 2008 AS INSTRUMENT NO. 2008-0627851 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED WITHIN THE EAST HALF OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST OF SAID PARCEL B OF SAID LOT LINE ADJUSTMENT NO. 05221 ALSO BEING ON THE CENTERLINE OF LINDENBERGER ROAD (50 FEET HALF WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT NO. 05221;

THENCE ALONG SAID CENTERLINE AND ALONG THE WEST LINE OF SAID PARCEL B, NORTH 00°30'26" EAST, 2,649.89 FEET TO THE NORTH WEST CORNER OF SAID PARCEL B:

THENCE LEAVING SAID CENTERLINE AND WEST LINE, SOUTH 89°01'07" EAST, 50.00 FEET TO THE EASTERLY RIGHT OF WAY OF SAID LINDENBERGER ROAD;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, SOUTH 00°30'26" WEST, 282.43 FEET;

THENCE SOUTH 39°52'38" EAST, 26.24 FEET;

THENCE SOUTH 89°29'32" EAST, 77.99 FEET;

THENCE NORTH 51°50'53" EAST, 32.02 FEET;

THENCE SOUTH 89°29'32" EAST, 56.00 FEET;

THENCE SOUTH 00°30'28" WEST, 141.82 FEET, TO THE BEGINNING OF TANGENT CURVE CONCAVE CAVE EASTERLY, HAVING A RADIUS OF 272.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 203.69 FEET THROUGH A CENTRAL ANGLE OF 42°54'23" TO A NON-TANGENT LINE TO WHICH A RADIAL LINE BEARS NORTH 47°36'05" EAST;

THENCE ALONG SAID NON-TANGENT LINE NORTH 71°23'47" EAST, 105.40 FEET;

THENCE LEAVING SAID NON-TANGENT LINE SOUTH 89°01'07" EAST, 390.00 FEET;

THENCE SOUTH 72°15'00" EAST, 55.85 FEET;

THENCE NORTH 34°50'00" EAST, 14.52 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 272.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 46.59 FEET THROUGH CENTRAL ANGLE OF 09°48'53" TO A NON-TANGENT LINE TO WHICH A RADIAL LINE BEARS NORTH 64°58'53" WEST;

THENCE ALONG SAID NON-TANGENT LINE SOUTH 64°58'53" EAST, 56.00 FEET;


THENCE LEAVING SAID NON-TANGENT LINE SOUTH 79°49'47" EAST, 126.32 FEET;
THENCE SOUTH 34°50'00" WEST, 318.47 FEET;
THENCE SOUTH 55°10'00" EAST, 176.00 FEET;
THENCE NORTH 34°50'00" EAST, 13.11 FEET;
THENCE SOUTH 55°10'00" EAST, 283.81 FEET;
THENCE SOUTH 64°08'21" EAST, 57.71 FEET;
THENCE SOUTH 55°10'00" EAST, 61.24 FEET;
THENCE SOUTH 51°40'00" WEST, 17.85 FEET;
THENCE SOUTH 36°37'26" WEST, 116.62 FEET;
THENCE NORTH 75°10'00" WEST, 5.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 48.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 75°08'07" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE 33.48 FEET, THROUGH A CENTRAL ANGLE OF 39°58'07" TO A NON-TANGENT LINE TO WHICH A RADIAL LINE BEARS NORTH 35°10'00" WEST;
THENCE ALONG SAID NON-TANGENT LINE SOUTH 35°10'00" EAST, 33.12 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF DOMENIGONI PARKWAY;
THENCE LEAVING SAID NON-TANGENT LINE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 34°22'33" WEST, 794.48 FEET;
THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 85°22'56" WEST, 58.84 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID LINDENBERGER ROAD;
THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 55°37'51" WEST, 440.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 811.53 FEET TO WHICH A RADIAL LINE BEARS NORTH 32°47'27" EAST;
THENCE NORTHWESTERLY ALONG SAID CURVE 619.35 FEET, THROUGH A CENTRAL ANGLE OF 43°43'40" TO THE EASTERLY RIGHT OF WAY LINE OF SAID LINDENBERGER ROAD;
THENCE SOUTH ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 00°30'26" WEST, 161.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,150.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 66°26'05" EAST, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF SAID LINDENBERGER ROAD;
THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE 330.93 FEET, THROUGH A CENTRAL ANGLE OF 16°29'15";
THENCE SOUTH 07°51'57" EAST, 5.75 FEET;

THENCE SOUTH 36°16'47" EAST, 93.88 FEET;
THENCE SOUTH 78°08'03" EAST, 24.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,150.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 44°03'10" EAST;
THENCE SOUTHEASTERLY ALONG SAID CURVE, 152.93 FEET, THROUGH A CENTRAL ANGLE OF 07°37'10";
THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 53°34'00" EAST 104.22 FEET;
THENCE SOUTH 55°37'26" EAST, 259.88 FEET;
THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 07°03'02" EAST, 45.28 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID DOMENIGONI PARKWAY;
THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 34°22'33" WEST, 639.79 FEET TO THE SOUTHERLY LINE OF SAID PARCEL B OF SAID LOT LINE ADJUSTMENT;
THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTHERLY LINE, NORTH 89°18'52" WEST, 374.82 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 43.630 ACRES, MORE OR LESS.

THE REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

PREPARED UNDER THE SUPERVISION OF:



ROBERT SCIPIOBLUME
P.L.S. NO. 9154
REG. EXP. 03/31/21

8/26/2020

DATE



**LEGAL DESCRIPTION
FOR TRACT NO. 32102**

LIEN AGREEMENT

BEING THOSE PORTIONS OF PARCEL A AND PARCEL B OF LOT LINE ADJUSTMENT NO. 05221, RECORDED NOVEMBER 26, 2008 AS INSTRUMENT NO. 2008-0627581 TOGETHER WITH A PORTION OF PARCEL 4 OF LOT LINE ADJUSTMENT NO. 4874, RECORDED JUNE 24, 2005 AS INSTRUMENT NO. 2005-0501831 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA LOCATED WITHIN THE EAST HALF OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL B OF SAID LOT LINE ADJUSTMENT NO. 05221, SAID CORNER ALSO BEING ON THE CENTERLINE OF LINDENBERGER ROAD (50 FEET HALF WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT NO. 05221;

THENCE SOUTH 89°01'07" EAST 50.00 FEET ALONG THE NORTH LINE OF SAID PARCEL B SOUTH TO THE EASTERLY RIGHT OF WAY LINE OF LINDENBERGER ROAD SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL B AND THE NORTH LINE OF SAID PARCEL A, SOUTH 89°01'07" EAST, 1,263.35 FEET;

THENCE ALONG THE WEST LINE OF SAID PARCEL A AND THE WEST LINE OF SAID PARCEL 4 OF SAID LOT LINE ADJUSTMENT NO. 4874 NORTH 00°32'58" EAST, 325.23 FEET;

THENCE LEAVING SAID WEST LINES SOUTH 80°07'02" EAST, 449.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,200.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 80°07'02" WEST;

THENCE SOUTHERLY ALONG SAID CURVE, 822.39 FEET THROUGH A CENTRAL ANGLE OF 39°15'58";

THENCE SOUTH 29°23'00" EAST, 81.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTH EASTERLY, HAVING A RADIUS OF 2,076 FEET, TO WHICH A RADIAL LINE BEARS NORTH 32°16'17" WEST, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF DOMENIGONI PARKWAY;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE, 846.14 FEET THROUGH A CENTRAL ANGLE OF 23°21'10";

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 34°22'33" WEST, 125.85 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 35°10'00" WEST, 33.12 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 48.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 35°10'00" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, 33.48 FEET, THROUGH A CENTRAL ANGLE OF 39°58'07" TO A NON-TANGENT LINE TO WHICH A RADIAL LINE BEARS NORTH 75°08'07" WEST;
THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT LINE, SOUTH 75°10'00" EAST, 5.73 FEET;
THENCE LEAVING SAID NON-TANGENT LINE, NORTH 36°37'26" EAST, 116.62 FEET;
THENCE NORTH 51°40'00" EAST, 17.85 FEET;
THENCE NORTH 55°10'00" WEST, 61.24 FEET;
THENCE NORTH 64°08'21" WEST, 57.71 FEET;
THENCE NORTH 55°10'00" WEST, 283.81 FEET;
THENCE SOUTH 34°50'00" WEST, 13.11 FEET;
THENCE NORTH 55°10'00" WEST, 176.00 FEET;
THENCE NORTH 34°50'00" EAST, 318.47 FEET;
THENCE NORTH 79°49'47" WEST, 126.32 FEET;
THENCE NORTH 64°58'53" WEST, 56.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 272.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 64°58'53" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, 46.59 FEET THROUGH A CENTRAL ANGLE OF 09°48'53";
THENCE SOUTH 34°50'00" WEST, 14.52 FEET;
THENCE NORTH 72°15'00" WEST, 55.85 FEET;
THENCE NORTH 89°01'07" WEST, 390.00 FEET;
THENCE SOUTH 71°23'47" WEST, 105.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 272.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 47°36'05" EAST;
THENCE NORTHERLY ALONG SAID CURVE, 203.69 FEET THROUGH A CENTRAL ANGLE OF 42°54'23";
THENCE NORTH 00°30'28" EAST, 141.82 FEET;
THENCE NORTH 89°29'32" WEST, 56.00 FEET;
THENCE SOUTH 51°50'53" WEST, 32.02 FEET;
THENCE NORTH 89°29'32" WEST, 77.99 FEET;
THENCE NORTH 39°52'38" WEST, 26.24 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID LINDENBERGER ROAD;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 00°30'28" EAST, 282.41 FEET
TO THE **TRUE POINT OF BEGINNING**

CONTAINING 32.815 ACRES, MORE OR LESS.

THE REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION, IN
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

PREPARED UNDER THE SUPERVISION OF:



ROBERT SCIPIOBLUME
P.L.S. NO. 9154
REG. EXP. 03/31/21

8/26/2020
DATE



EXHIBIT "B" - LIST OF PUBLIC IMPROVEMENTS AND ESTIMATED COSTS

Menifee Village - Tract 32102-1 and Tract 32102

Improvement Cost Estimates

8/14/2020

Revised

	<u>Tr 32102-1</u>	<u>Dwg No.</u>	<u>Tr 32102</u>	<u>Dwg No.</u>	<u>TOTAL</u>
1 Improvements	<u>\$8,336,000</u>	<u>19-053</u>	<u>\$3,314,000</u>	<u>19-056</u>	<u>\$11,650,000</u>
Streets and Drainage	\$6,454,000	19-053S	\$2,235,000	19-056S	\$8,689,000
Street Lights		19-053SL		19-056SL	
Signing and Striping		19-053SS		19-056SS	
RCFCD Drainage Facilities	\$509,000	19-055SD	\$0		\$509,000
Domestic Water	\$663,500	19-053U	\$582,000	19-056U	\$1,245,500
Recycled Water	\$191,500	19-053U	\$107,000	19-056U	\$298,500
Sewer	\$518,000	19-053U	\$390,000	19-056U	\$908,000
2 Monument Bond	<u>\$185,760</u>	<u>TR 32102-1</u>	<u>\$161,280</u>	<u>TR 32102</u>	<u>\$347,040</u>
					<u>\$11,997,040</u>

Total for Lien in Lieu Bond **\$11,997,040**

NOTE:

The Improvement Estimated Costs include the City required 20% as required by Menifee Municipal Cod 7.80.050



DOVERSPIKE & ASSOCIATES, INC.

Real Estate Appraisers, Consultants & Brokerage
41919 Moreno Road
Temecula, CA 92590
Tel: 951-676-4501 – Fax: 951-667-3462

August 15, 2020

Diamond Brother Five Partnership, LP
c/o Ron Sullivan
3200 E Guasti Road #100
Ontario, CA 91761

Re: *A 256-lot single family subdivision being appraised as a final map located on ±80.58 acres of land with a community facilities district (CFD) considered, located on the north side of Domenigoni Parkway both east and west of Lindenberger Road, in the City of Menifee, Riverside County, CA 92584. APNs: 340-050-032 and 034.*

Dear Sir:

As requested, I have performed an appraisal using a Restricted Appraisal format to opine the Prospective Market Value of the above referenced subject property considering a CFD to be placed on the subject property by the new buyer for bonding purposes. The depth of discussion contained within this report is specific to the needs of the client. The appraiser is not responsible for unauthorized use of this report.

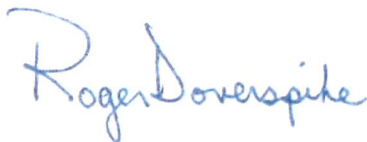
Based upon the herein described investigation and analyses, I am of the opinion that the Prospective Market Value of the fee simple estate interest in the underlying land as a 256-lot single-family subdivision with an approved final map for bonding purposes, subject, to the Certification, the Assumptions and Limiting Conditions, any assumptions or conditions noted within the Site Overview section, and the Definitions stated herein, as of **August 17, 2020** will be:

*****\$12,766,000*****

Given the fact that this appraisal is being used to support the sale of the subject property for bonding purposes, no Exposure Time analysis is included.

Thank you for the opportunity to serve your real estate appraisal needs. Should you have any questions regarding any part of this appraisal report, please call me at your convenience.

Respectfully submitted,



Roger Doverspike, MAI
State Certified General Appraiser
Lic. #AG004194

**AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS
TR32102; IP19-056U**

This Agreement for Construction of Sewer System Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Diamond Brothers Five Partnership, LP, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the Improvement Plans known as IP19-056U, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within Seven Hundred and Thirty Days from the date this Agreement is executed, in a good and workmanlike manner, a sanitary sewer distribution system, complete with all necessary pipes, manholes, cleanouts, connections and appurtenances necessary to the satisfactory operation of said distribution sanitary sewer system. Developer further, to extend main or main or mains from the existing sewer system maintained and operated by Eastern Municipal Water District, to connect with the sanitary sewer system required to be constructed by this Agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Public Works Director / City Engineer, office of the City of Menifee's Public Works / Engineering Department, and do all work incidental thereto in accordance with the standards set forth in City-adopted ordinances and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the Public Works Director / City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the Public Works Director / City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the Public Works Director / City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Three Hundred Ninety Thousand and no/100 Dollars, \$ 390,000.00, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the Public Works Director / City Engineer. Developer shall, at its sole cost, expense and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any improvement security guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property

injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer'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, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completions Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

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

SIXTH: Developer, its agents and employees, shall give written notice to the Public Works Director / City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the Public Works Director / City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

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

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in accordance with City-adopted ordinances to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every bond, lien, or other approved form of improvement security, with good and sufficient sureties or increase the amount of said improvement security, or both, within ten (10) days after being notified by the Public Works Director / City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the Public Works Director / City Engineer notified Developer of the insufficiency of the security or the amount of the bonds, liens, or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the lien securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such lien. Developer further agrees to maintain the aforesaid lien or liens in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

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

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing with such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of

California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

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

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer



Diamond Brothers Five Partnership, LP
29875 Menifee Lakes Drive
Menifee, CA 92584

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

Dated: August 27, 2020

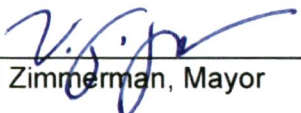
By: 
George Chiao-Tung Chang
General Partner
Diamond Brothers Five Partnership, LP
Notarized See Attachment


Dated: Sept. 16, 2020

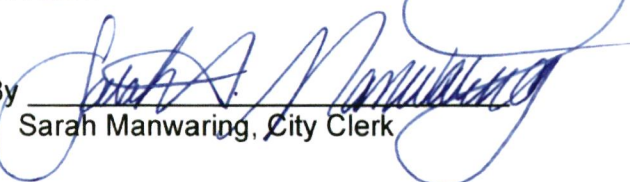
CITY OF MENIFEE

By: 
Yolanda Macalalad, P.E., QSD
City Engineer

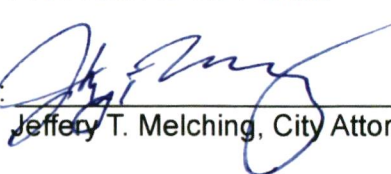
CITY OF MENIFEE

By 
Bill Zimmerman, Mayor

ATTEST:

By 
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: 
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Los Angeles

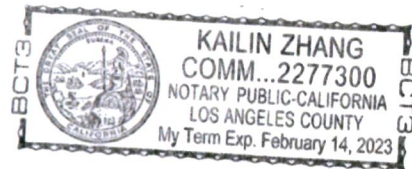
On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao-Tung Chang
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  (Seal)



Agreement for the Construction of Sewer
System Improvements

AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS
Tract 32102

This Agreement for placement of Survey Monuments ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Diamond Brothers Five Partnership, a Limited Partnership, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as **TR 32102**, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **Seven Hundred and Thirty Days** from the date this Agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and furnish to the City Surveyor tie notes for said tract in accordance with standards set forth in Riverside County Ordinance No. 461, or any successor thereto, and Section 8771 et seq. of the Business and Professions Code of the State of California. The Developer further agrees to pay, within 30 days of presentation to Developer of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Developer further agrees that if payment to the Surveyor or engineer is not made within 30 days, the surveyor or engineer notifies City that he has not been paid for setting the final monuments, and the City of Menifee, pursuant to Section 66497 of the Government Code, after providing Developer with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by City to the engineer or surveyor, Developer will, upon demand, and without proof of loss by City, reimburse City for any funds so expended. Notwithstanding any other provision herein, the determination of City as to whether the surveyor or engineer has been paid shall be conclusive on Developer, its surety, and all parties who may have an interest in the Agreement or any portion thereof. All the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One Hundred Sixty One Thousand Two Hundred Eighty and no/100 Dollars, \$161,280.00**, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any improvement security guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment

rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damaged by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer'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, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completion Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

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

SIXTH: Developer, its agents and employees, shall give written notice to the City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by City, or if Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Developer shall be in default of this Agreement and notice of such default shall be served upon Developer. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Developer as a result of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be

in addition to all other rights and remedies available to City under this Agreement or the law. The failure of the Developer to commence or complete construction shall not relieve the Developer or surety from completion of the improvements required by this Agreement.

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

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the lien securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such lien. Developer further agrees to maintain the aforesaid lien or liens in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

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

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all

approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

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

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer

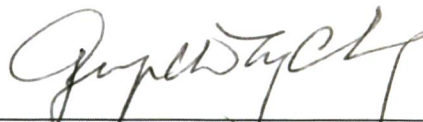
Diamond Brothers Five Partnership, LP
29875 Menifee Lakes Drive
Menifee, CA 92584

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

Dated: August 27, 2020


By: 
George Chiao-Tung Chang
General Partner
Diamond Brothers Five Partnership, LP

Notarized See Attachment



Dated: Sept. 16, 2020

CITY OF MENIFEE

By: 
Yolanda Macalalad, P.E., QSD
City Engineer

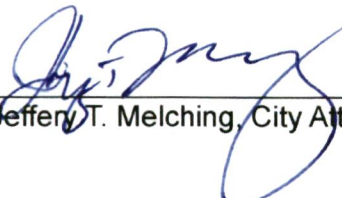
CITY OF MENIFEE

By: 
Bill Zimmerman, Mayor

ATTEST:

By: 
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: 
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Los Angeles

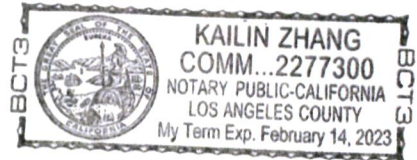
On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao-Tung Chang
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  (Seal)



Agreement for the placement of Survey Monuments

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD AND DRAINAGE IMPROVEMENTS
Tract Map 32102, IP19-056S, 19-056SL, 19-056SS**

This Agreement for Construction of Road and Drainage Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Diamond Brothers Five Partnership, LP, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as **IP19-056**, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **Seven Hundred and Thirty Days** from the date this Agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the Public Works Director / City Engineer, a copy of which are on file in the office of the City of Menifee's Public Works / Engineering Department, and do all work incidental thereto in accordance with the standards set forth in City-adopted ordinances and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the Public Works Director / City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the Public Works Director / City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the Public Works Director / City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Two Million Two Hundred and Thirty-Five Thousand and no/100, Dollars, \$ 2,235,000.00**, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the Public Works Director / City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss,

administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer'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, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completion Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

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

SIXTH: Developer, its agents and employees, shall give written notice to the Public Works Director / City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the Public Works Director / City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

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

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in accordance with City-adopted ordinances to secure the

claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every bond, lien, or other approved form of improvement security, with good and sufficient sureties or increase the amount of said improvement security, or both, within ten (10) days after being notified by the Public Works Director / City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the Public Works Director / City Engineer notified Developer of the insufficiency of the security or the amount of the bonds, liens, or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the lien securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such lien. Developer further agrees to maintain the aforesaid lien or liens in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

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

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing with such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

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

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer

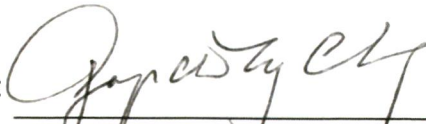


Diamond Brothers Five Partnership, LP
29875 Menifee Lakes Drive
Menifee, CA 92584

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

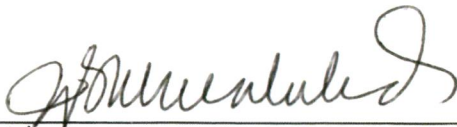
IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.

Dated: August 27, 2020


By: 
George Chiao-Tung Chang
General Partner
Diamond Brothers Five Partnership, LP
Notaried See Attachment
 

Dated: Sept. 16, 2020

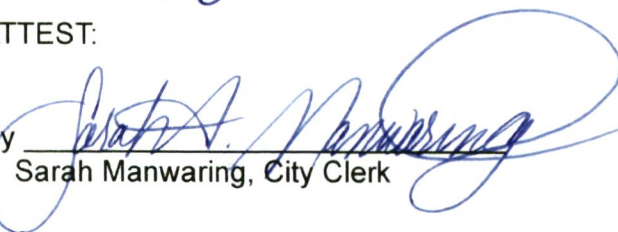
CITY OF MENIFEE

By: 
Yolanda Macalalad, P.E., QSD
City Engineer

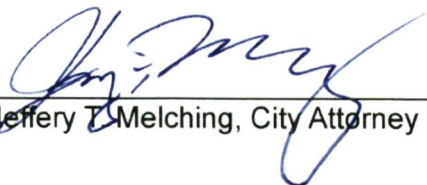
CITY OF MENIFEE

By: 
Bill Zimmerman, Mayor

ATTEST:

By: 
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: 
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Los Angeles

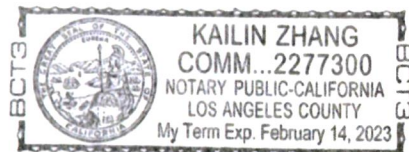
On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao - Tung Chang
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  (Seal)



Agreement for the Construction of Road
and Drainage Improvements

**AGREEMENT
FOR THE CONSTRUCTION OF RECYCLED WATER SYSTEM IMPROVEMENTS
TR 32102; IP19-056U**

This Agreement for Construction of Water System Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Diamond Brothers Five Partnership, LP, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the Improvement Plans known as **IP19-056U**, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **Seven Hundred and Thirty Days** from the date this Agreement is executed, in a good and workmanlike manner, a sanitary sewer distribution system, complete with all necessary pipes, manholes, cleanouts, connections and appurtenances necessary to the satisfactory operation of said distribution sanitary sewer system. Developer further, to extend main or main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District**, to connect with the sanitary sewer system required to be constructed by this Agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Public Works Director / City Engineer, office of the City of Menifee's Public Works / Engineering Department, and do all work incidental thereto in accordance with the standards set forth in City-adopted ordinances and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the Public Works Director / City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the Public Works Director / City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the Public Works Director / City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One Hundred Seven Thousand and no/100 Dollars, \$ 107,000.00**, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the Public Works Director / City Engineer. Developer shall, at its sole cost, expense and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property

injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer'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, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completions Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

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

SIXTH: Developer, its agents and employees, shall give written notice to the Public Works Director / City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the Public Works Director / City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

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

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in accordance with City-adopted ordinances to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every bond, lien, or other approved form of improvement security, with good and sufficient sureties or increase the amount of said improvement security, or both, within ten (10) days after being notified by the Public Works Director / City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the Public Works Director / City Engineer notified Developer of the insufficiency of the security or the amount of the bonds, liens, or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the lien securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such lien. Developer further agrees to maintain the aforesaid lien or liens in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

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

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing with such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of

California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

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

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer

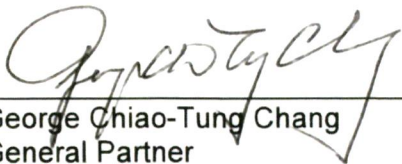

Diamond Brothers Five Partnership, LP
29875 Menifee Lakes Drive
Menifee, CA 92584

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

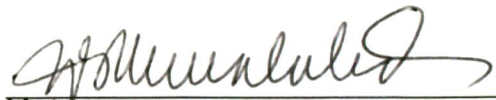
IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.

Dated: August 27, 2020

By: 
George Chiao-Tung Chang
General Partner
Diamond Brothers Five Partnership, LP
Notarized See Attachment


Dated: Sept. 16, 2020

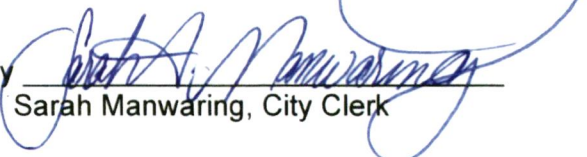
CITY OF MENIFEE

By: 
Yolanda Macalalad, P.E., QSD
City Engineer

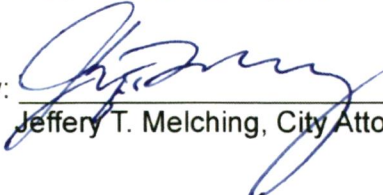
CITY OF MENIFEE

By: 
Bill Zimmerman, Mayor

ATTEST:

By: 
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: 
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Los Angeles

On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao-Tung Chang
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.

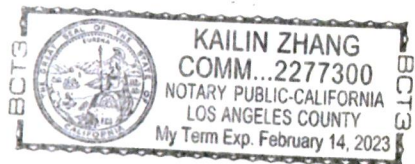
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Agreement for the Construction of
Recycled Water Improvements

**AGREEMENT
FOR THE CONSTRUCTION OF DOMESTIC WATER SYSTEM IMPROVEMENTS
TR 32102; IP19-056U**

This Agreement for Construction of Water System Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Diamond Brothers Five Partnership, LP, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the Improvement Plans known as **IP19-056U**, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **Seven Hundred and Thirty Days** from the date this Agreement is executed, in a good and workmanlike manner, a sanitary sewer distribution system, complete with all necessary pipes, manholes, cleanouts, connections and appurtenances necessary to the satisfactory operation of said distribution sanitary sewer system. Developer further, to extend main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District**, to connect with the sanitary sewer system required to be constructed by this Agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Public Works Director / City Engineer, office of the City of Menifee's Public Works / Engineering Department, and do all work incidental thereto in accordance with the standards set forth in City-adopted ordinances and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the Public Works Director / City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the Public Works Director / City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the Public Works Director / City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Five Hundred Eighty Two Thousand and no/100 Dollars, \$ 582,000.00**, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the Public Works Director / City Engineer. Developer shall, at its sole cost, expense and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property

injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer'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, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completion Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

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

SIXTH: Developer, its agents and employees, shall give written notice to the Public Works Director / City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the Public Works Director / City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

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

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in accordance with City-adopted ordinances to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every bond, lien, or other approved form of improvement security, with good and sufficient sureties or increase the amount of said improvement security, or both, within ten (10) days after being notified by the Public Works Director / City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the Public Works Director / City Engineer notified Developer of the insufficiency of the security or the amount of the bonds, liens, or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the lien securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such lien. Developer further agrees to maintain the aforesaid lien or liens in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

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

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing with such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of

California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

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

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer

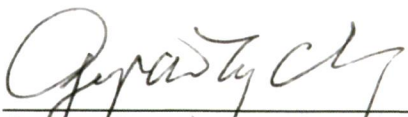

Diamond Brothers Five Partnership, LP
29875 Menifee Lakes Drive
Menifee, CA 92584

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

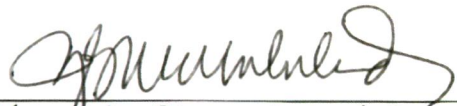
IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.

Dated: August 27, 2020

By: 
George Chiao-Tung Chang
General Partner
Diamond Brothers Five Partnership, LP
Notarized See Attachment


Dated: Sept. 16, 2020

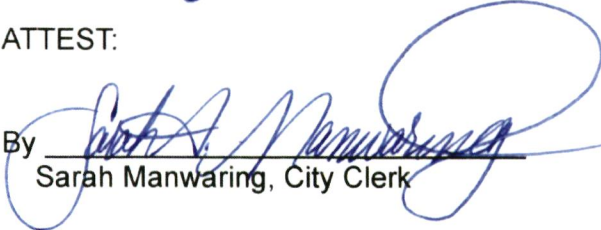
CITY OF MENIFEE

By: 
Yolanda Macalalad, P.E., QSD
City Engineer

CITY OF MENIFEE

By: 
Bill Zimmerman, Mayor

ATTEST:

By: 
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: 
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Los Angeles)

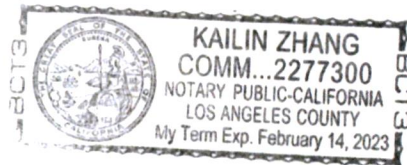
On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao-Tung Chang
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  (Seal)



Agreement for the Construction of
Domestic Water System improvements

AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS
Tract 32102-1

This Agreement for placement of Survey Monuments ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Diamond Brothers Five Partnership, a Limited Partnership, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as **TR 32102-1**, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to set, within **Seven Hundred and Thirty Days** from the date this Agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and furnish to the City Surveyor tie notes for said tract in accordance with standards set forth in Riverside County Ordinance No. 461, or any successor thereto, and Section 8771 et seq. of the Business and Professions Code of the State of California. The Developer further agrees to pay, within 30 days of presentation to Developer of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Developer further agrees that if payment to the Surveyor or engineer is not made within 30 days, the surveyor or engineer notifies City that he has not been paid for setting the final monuments, and the City of Menifee, pursuant to Section 66497 of the Government Code, after providing Developer with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by City to the engineer or surveyor, Developer will, upon demand, and without proof of loss by City, reimburse City for any funds so expended. Notwithstanding any other provision herein, the determination of City as to whether the surveyor or engineer has been paid shall be conclusive on Developer, its surety, and all parties who may have an interest in the Agreement or any portion thereof. All the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **One Hundred Eighty Five Thousand Seven Hundred Sixty and no/100 Dollars, \$185,760.00**, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any improvement security guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment

rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer'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, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completions Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

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

SIXTH: Developer, its agents and employees, shall give written notice to the City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by City, or if Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Developer shall be in default of this Agreement and notice of such default shall be served upon Developer. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Developer as a result of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be

in addition to all other rights and remedies available to City under this Agreement or the law. The failure of the Developer to commence or complete construction shall not relieve the Developer or surety from completion of the improvements required by this Agreement.

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

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the lien securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such lien. Developer further agrees to maintain the aforesaid lien or liens in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

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

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all

approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

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

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer

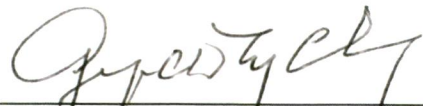


Diamond Brothers Five Partnership, LP
29875 Menifee Lakes Drive
Menifee, CA 92584

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.


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

Dated: August 27, 2020

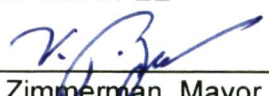
By: 
George Chiao-Tung Chang
General Partner
Diamond Brothers Five Partnership, LP
Notarized See Attachment
 

Dated: Sept. 16, 2020

CITY OF MENIFEE

By: 
Yolanda Macalalad, PE, QSD
City Engineer

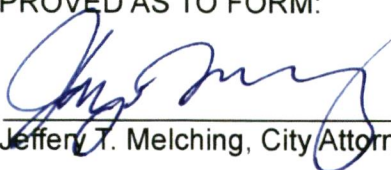
CITY OF MENIFEE

By 
Bill Zimmerman, Mayor

ATTEST:

By 
Stephanie Ruseen for
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: 
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Los Angeles

On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao - Tung Chang
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  (Seal)



Agreement for the Placement of
Survey Monuments

**AGREEMENT
FOR THE CONSTRUCTION OF DOMESTIC WATER SYSTEM IMPROVEMENTS
TR 32102-1; IP19-053U**

This Agreement for Construction of Water System Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Diamond Brothers Five Partnership, LP, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the Improvement Plans known as IP19-053U, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within Seven Hundred and Thirty Days from the date this Agreement is executed, in a good and workmanlike manner, a sanitary sewer distribution system, complete with all necessary pipes, manholes, cleanouts, connections and appurtenances necessary to the satisfactory operation of said distribution sanitary sewer system. Developer further, to extend main or main or mains from the existing sewer system maintained and operated by Eastern Municipal Water District, to connect with the sanitary sewer system required to be constructed by this Agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Public Works Director / City Engineer, office of the City of Menifee's Public Works / Engineering Department, and do all work incidental thereto in accordance with the standards set forth in City-adopted ordinances and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the Public Works Director / City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the Public Works Director / City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the Public Works Director / City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Six Hundred Sixty Three Thousand Five Hundred and no/100 Dollars, \$ 663,500.00, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the Public Works Director / City Engineer. Developer shall, at its sole cost, expense and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property

injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer'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, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completion Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

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

SIXTH: Developer, its agents and employees, shall give written notice to the Public Works Director / City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the Public Works Director / City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

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

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in accordance with City-adopted ordinances to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every bond, lien, or other approved form of improvement security, with good and sufficient sureties or increase the amount of said improvement security, or both, within ten (10) days after being notified by the Public Works Director / City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the Public Works Director / City Engineer notified Developer of the insufficiency of the security or the amount of the bonds, liens, or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the lien securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such lien. Developer further agrees to maintain the aforesaid lien or liens in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

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

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing with such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of

California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

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

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer

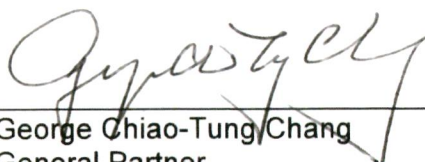
Diamond Brothers Five Partnership, LP
29875 Menifee Lakes Drive
Menifee, CA 92584

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

Dated: August 27, 2020

By: 
George Chiao-Tung Chang
General Partner
Diamond Brothers Five Partnership, LP
Notary See Attachment

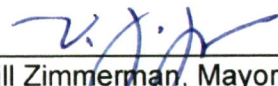


Dated: Sept. 16, 2020

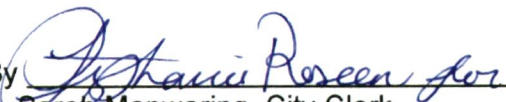
CITY OF MENIFEE

By: 
Yolanda Macalalad, P.E., QSD
City Engineer

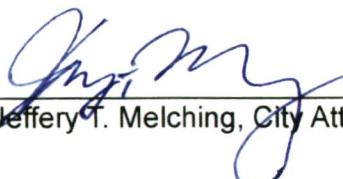
CITY OF MENIFEE

By: 
Bill Zimmerman, Mayor

ATTEST:

By: 
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: 
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Los Angeles

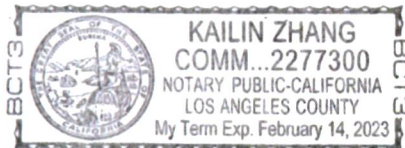
On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao-Tung Chang
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  (Seal)



Agreement for the Construction of
Water System Improvements

**AGREEMENT
FOR THE CONSTRUCTION OF RECYCLED WATER SYSTEM IMPROVEMENTS
TR 32102-1; IP19-053U**

This Agreement for Construction of Water System Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Diamond Brothers Five Partnership, LP, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the Improvement Plans known as IP19-053U, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within Seven Hundred and Thirty Days from the date this Agreement is executed, in a good and workmanlike manner, a sanitary sewer distribution system, complete with all necessary pipes, manholes, cleanouts, connections and appurtenances necessary to the satisfactory operation of said distribution sanitary sewer system. Developer further, to extend main or main or mains from the existing sewer system maintained and operated by Eastern Municipal Water District, to connect with the sanitary sewer system required to be constructed by this Agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Public Works Director / City Engineer, office of the City of Menifee's Public Works / Engineering Department, and do all work incidental thereto in accordance with the standards set forth in City-adopted ordinances and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the Public Works Director / City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the Public Works Director / City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the Public Works Director / City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One Hundred Ninety One Thousand Five Hundred and no/100 Dollars, \$ 191,500.00, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the Public Works Director / City Engineer. Developer shall, at its sole cost, expense and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property

injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer'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, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completions Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

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

SIXTH: Developer, its agents and employees, shall give written notice to the Public Works Director / City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the Public Works Director / City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

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

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in accordance with City-adopted ordinances to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every bond, lien, or other approved form of improvement security, with good and sufficient sureties or increase the amount of said improvement security, or both, within ten (10) days after being notified by the Public Works Director / City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the Public Works Director / City Engineer notified Developer of the insufficiency of the security or the amount of the bonds, liens, or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the lien securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such lien. Developer further agrees to maintain the aforesaid lien or liens in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

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

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing with such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of

California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

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

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer



Diamond Brothers Five Partnership, LP
29875 Menifee Lakes Drive
Menifee, CA 92584

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.


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

Dated: August 27, 2020

By: 
George Chiao-Tung Chang
General Partner
Diamond Brothers Five Partnership, LP
Notary See Attachment


Dated: Sept. 16, 2020

CITY OF MENIFEE

By: 
Yolanda Macalalad, PE., QSD
City Engineer

CITY OF MENIFEE

By: 
Bill Zimmerman, Mayor

ATTEST:

By: 
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: 
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Los Angeles

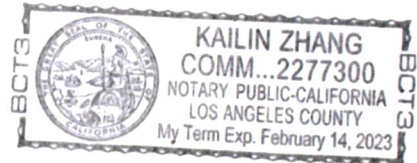
On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao-Tung Chang
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 _____ (Seal)



Agreement for the Construction of Recycled
Water System Improvements

**AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS
TR 32102-1; IP19-053U**

This Agreement for Construction of Sewer System Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Diamond Brothers Five Partnership, LP, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the Improvement Plans known as **IP19-053U**, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **Seven Hundred and Thirty Days** from the date this Agreement is executed, in a good and workmanlike manner, a sanitary sewer distribution system, complete with all necessary pipes, manholes, cleanouts, connections and appurtenances necessary to the satisfactory operation of said distribution sanitary sewer system. Developer further, to extend main or main or mains from the existing sewer system maintained and operated by **Eastern Municipal Water District**, to connect with the sanitary sewer system required to be constructed by this Agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Public Works Director / City Engineer, office of the City of Menifee's Public Works / Engineering Department, and do all work incidental thereto in accordance with the standards set forth in City-adopted ordinances and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the Public Works Director / City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the Public Works Director / City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the Public Works Director / City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Five Hundred Eighteen Thousand and no/100 Dollars, \$ 518,000.00**, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the Public Works Director / City Engineer. Developer shall, at its sole cost, expense and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any improvement security guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property

injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer'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, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completions Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

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

SIXTH: Developer, its agents and employees, shall give written notice to the Public Works Director / City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the Public Works Director / City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

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

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in accordance with City-adopted ordinances to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every bond, lien, or other approved form of improvement security, with good and sufficient sureties or increase the amount of said improvement security, or both, within ten (10) days after being notified by the Public Works Director / City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the Public Works Director / City Engineer notified Developer of the insufficiency of the security or the amount of the bonds, liens, or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the lien securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such lien. Developer further agrees to maintain the aforesaid lien or liens in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

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

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing with such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of

California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

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

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer

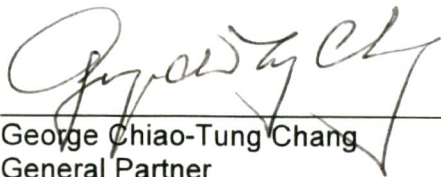
Diamond Brothers Five Partnership, LP
29875 Menifee Lakes Drive
Menifee, CA 92584

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

Dated: August 27, 2020

By: 
George Chiao-Tung Chang
General Partner

Diamond Brothers Five Partnership, LP

Notary See Attachment




Dated: Sept. 16, 2020

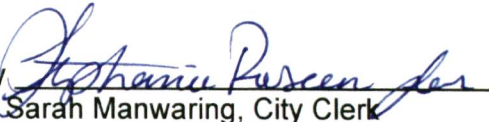
CITY OF MENIFEE

By: 
Yolanda Macalalad, P.E., QSD
City Engineer

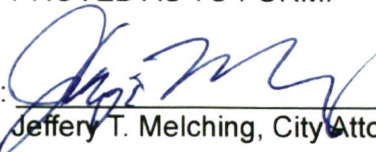
CITY OF MENIFEE

By: 
Bill Zimmerman, Mayor

ATTEST:

By: 
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: 
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Los Angeles

On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao - Tung Chang
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



(Seal)



Agreement for the Construction of Sewer System
Improvements

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD AND DRAINAGE IMPROVEMENTS
Tract Map 32102-1, IP19-053S, 19-053SL, 19-053SS, 19-053SD**

This Agreement for Construction of Road and Drainage Improvements ("Agreement") is made and entered into by and between the City of Menifee, State of California, hereinafter called City, and Diamond Brothers Five Partnership, LP, hereinafter called Developer.

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as **IP19-053**, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within **Seven Hundred and Thirty Days** from the date this Agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the Public Works Director / City Engineer, a copy of which are on file in the office of the City of Menifee's Public Works / Engineering Department, and do all work incidental thereto in accordance with the standards set forth in City-adopted ordinances and City Standards and Specifications, as amended, or its successor, which are hereby expressly made a part of this Agreement. All the above required work shall be done under the inspection of and to the satisfaction of the Public Works Director / City Engineer, and shall not be deemed complete until approved and accepted in writing as complete by the Public Works Director / City Engineer. Developer further agrees to maintain the above required improvements for a period of one year following acceptance by the City, and during this one year period to repair or replace, to the satisfaction of the Public Works Director / City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Six Million Nine Hundred and Sixty-Three Thousand and no/100, Dollars, \$ 6,963,000.00**, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the Public Works Director / City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgement, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss,

administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer'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, its elected officials, officers, employees, agents, or volunteers.

FOURTH: The Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by the City. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement. Developer shall remit such completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completions Cost. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Cost.

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

SIXTH: Developer, its agents and employees, shall give written notice to the Public Works Director / City Engineer at least forty eight (48) hours before beginning any work. Developer shall provide the Public Works Director / City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

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

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the Estimated Costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in accordance with City-adopted ordinances to secure the

claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Developer agrees to renew each and every bond, lien, or other approved form of improvement security, with good and sufficient sureties or increase the amount of said improvement security, or both, within ten (10) days after being notified by the Public Works Director / City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the Public Works Director / City Engineer notified Developer of the insufficiency of the security or the amount of the bonds, liens, or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the lien securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such lien. Developer further agrees to maintain the aforesaid lien or liens in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

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

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing with such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall maintained throughout the term of this Agreement.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SEVENTEENTH: This agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California.

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

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer

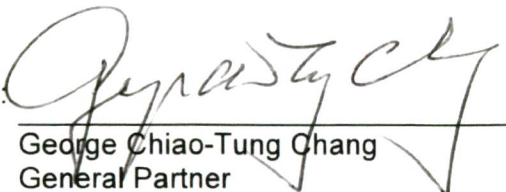
Diamond Brothers Five Partnership
29875 Menifee Lakes Drive
Menifee, CA 92584

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

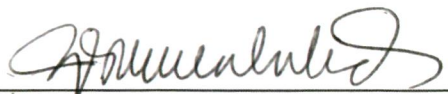
Dated: August 27, 2020

By: 
George Chiao-Tung Chang
General Partner
Diamond Brothers Five Partnership, LP


Notary See Attachment

Dated: Sept. 16, 2020

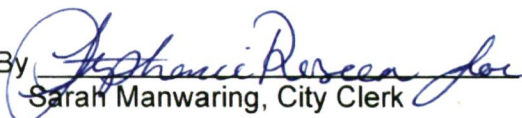
CITY OF MENIFEE

By: 
Yolanda Macalalad, P.E., QSD
City Engineer

CITY OF MENIFEE

By: 
Bill Zimmerman, Mayor

ATTEST:

By: 
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

By: 
Jeffery T. Melching, City Attorney

**SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE**

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 Los Angeles)

On 8/27/2020 before me, Kailin Zhang "Notary Public"
(insert name and title of the officer)

personally appeared George Chiao-Tung Chang
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 _____

(Seal)



Agreement for the Construction of
Road and Drainage Improvements