

**AGREEMENT  
FOR  
CONSTRUCTION OF IMPROVEMENTS**

WHEREAS, the undersigned, KB Home Coastal, whose business address is 36390 Inland Valley Drive, Suite 300 Wildomar, CA 92009 herein referred to as "Contractor", has submitted to the City of Lake Elsinore for its approval a haul route plan for the project known as Terracina Project - Terra Cotta Rd. / Catania Ln; and,

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

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

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

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

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

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

In WITNESS WHEREOF, the Contractor has caused this agreement to be executed this 02 day of May, 2025.

FOR: KB Home Coastal  
Type or Print name of company on line above

SIGNED: Matthew Rizzo SVP   
Type name & title here:

SIGNED: \_\_\_\_\_  
Type name & title here:

CITY OF LAKE ELSINORE

BY: \_\_\_\_\_  
Brian Tisdale, Mayor  
CITY OF LAKE ELSINORE

ATTEST:

APPROVED BY:

\_\_\_\_\_  
Candice Alvarez, City Clerk  
CITY OF LAKE ELSINORE

\_\_\_\_\_  
Jason P. Simpson, City Manager  
CITY OF LAKE ELSINORE

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 )SS  
COUNTY OF Riverside )

On May 2, 2025, before me, Deanna Marie Olivera, Notary Public, personally appeared Matthew Rizzo, 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



My Commission Expires: August 10, 2028

This area for official notarial seal

Notary Name: Deanna Marie Olivera Notary Phone: (951) 691-5300  
Notary Registration Number: 2497151 County of Principal Place of Business: Riverside