

REIMBURSEMENT AGREEMENT
Vesting Tentative Tract Map 28214
Nichols Road Paving Improvements

THIS REIMBURSEMENT AGREEMENT (“Reimbursement Agreement”), entered into this ____ day of July 2024 (the “Effective Date”), between the CITY OF LAKE ELSINORE, a municipal corporation (“City”), and Pulte _____, a _____ (“Developer”). City and Developer are sometimes hereinafter referred to individually as “party” and collectively as “parties.”

RECITALS

The following Recitals are a substantive part of this Reimbursement Agreement. All capitalized terms set forth in the Recitals shall have the meanings ascribed in the Development Agreement as defined hereinbelow and as provided in Section 1 hereof unless otherwise provided herein.

A. Vesting Tentative Tract Map 28214 was approved on January 13, 2004 and, by way of subsequent legal actions, led to the phasing of development such that development related to TTM 28214-9 is currently being developed by Developer.

B. TTM 28214-9 requires, as a condition of approval, the paving of certain off-site Paving Improvements by Developer, notably paving conducted in connection with the widening of portions of Alberhill Ranch Road, Nichols Road, and Lake Steet (the “Developer Paving Improvements”).

C. While the Developer is responsible for certain widening and paving improvements on a portion of Nichols Road as part of the Developer Paving Improvements, there are adjacent existing portions of Nichols Road within the City’s municipal responsibilities that are in immediate need of rehabilitation (the “City Paving Improvements”).

D. After discussions between representative of the City and Developer, the parties have determined that the portion of Nichols Road lying within the City Paving Improvements can be rehabilitated as a cost savings to the City if done concurrently with Developer’s work required under the conditions of approval for the Developer Paving Improvements. The City Paving Improvements and the Developer Paving Improvements are hereinafter referred to as the “Paving Improvements.”

E. This Reimbursement Agreement is entered into (1) for the purpose of coordinating Developer’s planning and paving of the Paving Improvements in accordance with approved plans, and (2) to provide a mechanism to reimburse Developer for the hard costs incurred in the paving of the City Paving Improvements (the “Reimbursements”), all as specifically set forth in the terms and conditions described below.

F. The total cost of the paving for the Paving Improvements addressed herein is \$257,830.39. Subject to the reimbursement provisions set forth in this Reimbursement Agreement, the Developer will finance and complete the Paving Improvements described in Attachment No. 1 attached hereto and incorporated herein by reference. City agrees to reimburse Developer from available capital improvement funds for fifty percent (50%) of the Actual Cost of the Paving Improvements completed by Developer, that is, \$128,915.20.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Definitions

The following terms shall have the meanings ascribed to them in this Section 1 for purposes of this Reimbursement Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Development Agreement.

“Actual Cost” means the cost of the Paving Improvements incurred by Developer based on the actual hard costs for the construction of such Paving Improvements, including labor, materials and equipment as quoted by the contractor. Marathon General, Inc., based on the quote attached hereto as Attachment No. 1. Actual Cost shall not include any internal or overhead costs of Developer.

“Paving Improvements” are those off-site improvements described in Attachment No. 1 to this Reimbursement Agreement.

“Plans” means the plans and specifications for the Paving Improvements approved by the City Engineer pursuant to applicable City standards.

“Reimbursement Request” means a document, substantially in the form of Attachment No. 2 hereto, to be used in requesting a payment of a reimbursement amount.

Section 2. Duty of Developer to Construct. The Developer shall construct or cause to be constructed at its own cost, expense and liability the Paving Improvements in accordance with the Plans. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Paving Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken.

Section 3. Preparation and Approval of Plans and Specifications. The Developer has or shall cause such plans and specifications as required by the City Engineer (the “Plans”) to be prepared for the Paving Improvements and shall obtain the written approval of the Plans from the City Engineer.

Section 4. Licenses and Permits. Prior to commencement of construction, Developer shall have secured (or shall have caused to be secured) any and all permits (“Permits”) which may be required by the City or any other governmental agency affected by the construction of the Paving Improvements. The Developer shall be responsible for paying all applicable fees and charges to the City to obtain any permits which are necessary to construct the Paving Improvements.

Section 5. Construction Requirements.

(a) The Developer shall require, and the specifications and contract documents shall require all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Paving Improvements, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code relating to general prevailing wage rates as required by the specifications approved by the City Engineer.

(b) The Developer shall require each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Paving Improvements, to provide proof of insurance coverage satisfying the requirements of Section 12 hereof throughout the term of the construction of the Paving Improvements. Rather than requiring its contractors to provide such insurance, the Developer may elect to provide the same for the benefit of its contractors.

(c) The Developer shall comply, and shall cause each contractor, subcontractor, vendor, equipment operator and owner operator, in each such case to the extent such individual or entity is engaged to perform work on the Paving Improvements, to comply with such other requirements relating to the construction of the Paving Improvements as the City may impose by written notification delivered to the Developer, to the extent legally required as a result of changes in applicable federal, state or City laws, rules or procedures.

(d) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Paving Improvements, to submit certified weekly payroll records to the City Engineer promptly upon request.

The Developer shall provide proof to the City Engineer, at such intervals and in such form as the City Engineer may require, that the foregoing requirements have been satisfied as to the Paving Improvements.

Section 6. Inspection; Completion of Construction. The City Engineer shall have responsibility for providing inspection of the work of construction of the Paving Improvements to insure that the work of construction is accomplished in accordance with the Plans approved by the

City Engineer. City personnel shall have access to the site of the work construction at all reasonable times for the purpose of accomplishing such inspection.

No later than ten business days after receiving notification from the City that the Paving Improvements have been constructed in accordance with the Plans, the Developer shall forthwith file with the Lake Elsinore City Clerk a Notice of Completion pursuant to the provisions of Section 3093 of the California Civil Code.

Section 7. Maintenance of Facilities; Warranties. The Developer shall maintain the Paving Improvements in good and safe condition until they are approved and accepted by the City. Prior to the City's acceptance of the Paving Improvements, the Developer shall be responsible for maintaining the Paving Improvements in proper operating condition, and shall perform such maintenance as the City Engineer reasonably determines to be necessary. As of the date of the City's acceptance of the Paving Improvements, the Developer shall assign to the City all of the Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to the Paving Improvements.

Section 8. Ownership of Paving Improvements. Notwithstanding the fact that a portion or all of the Paving Improvements may be constructed on property that has been or will be dedicated to the City, the Paving Improvements shall be and remain the property of the Developer until acceptable title thereto is conveyed to the City as provided herein. Such ownership by the Developer shall likewise not be affected by any agreement that the Developer may have entered into or may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 et seq. of the Code, and the provisions of this Section shall control.

Section 9. Acquisition of Paving Improvements. The Developer hereby agrees to convey to the City and the City hereby agrees to accept the satisfactorily completed Paving Improvements subject to the terms and conditions hereof. City may accept fully completed portions as discrete components of the Paving Improvements prior to such time as all of the Paving Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Paving Improvements. For purposes of this Agreement, "satisfactorily completed" shall mean completed by Developer in accordance with all Plans, permits and all applicable federal, state and local laws, regulations and standards. Notwithstanding the foregoing, City may not accept any Paving Improvements unless and until Developer provides one set of "as built" or record drawings or plans to the City for such Paving Improvements. The drawings shall be certificated and shall reflect the condition of the Paving Improvements as constructed, with all changes incorporated therein.

Section 10. Reserved.

Section 11. Reimbursement Request; Reimbursement Notice and Payment of Reimbursements.

(a) The Developer acknowledges that the Reimbursements paid for the Paving Improvements accepted by the City pursuant to this Agreement shall not exceed the amount of \$128,915.20.

(b) Upon recordation of a Notice of Completion for Paving Improvements and acceptance of the Paving Improvements by the City, the Developer shall submit to the City Engineer

a Reimbursement Request in the form of Attachment No. 2 attached hereto and incorporated herein by this reference, including copies of contracts, invoices, cancelled checks or other documentation requested by the City Engineer evidencing costs actually incurred by Developer (“Reimbursement Request”). The City Engineer shall use commercially reasonable efforts to determine the amount of the Reimbursements within thirty (30) days of receipt of the Reimbursement Request submitted by the Developer.

(c) The City Engineer will provide the Developer written notice (the “Reimbursement Notice”), of the approved dollar amount of the Reimbursements.

(d) All Reimbursements administered by the City pursuant to this Agreement shall be with the Developer only, unless modified by a separate agreement between the City and the Developer or other successor in interest to Developer.

Section 12. Insurance Requirements. Without limiting or diminishing the Developer’s obligation to indemnify or hold the City harmless, the Developer shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

(i) **Commercial General Liability:** Developer shall maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations, explosion, collages, use of cranes, and other heavy equipment and underground hazards, personal and advertising injury covering claims which may arise from or out of Developer’s performance of its obligations hereunder (“Policy”). The Policy shall name by endorsement the City and its special districts, respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as Additional Insureds. The Policy’s limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance Policy contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(ii) **Vehicle Liability:** Developer shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name by endorsement the City, its special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as Additional Insureds.

(iii) **Worker’s Compensation Insurance:** Developer shall maintain Workers’ Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.

Section 13. Representations, Warranties and Covenants of the Developer. The Developer makes the following representations, warranties and covenants for the benefit of the City, as of the date hereof and as of the date of the Reimbursement Request is delivered to the City hereunder:

(a) Organization. The Developer represents and warrants that the Developer is a _____ duly organized and validly existing under the laws of the State of _____, is in good standing under the laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. The Developer represents and warrants that the Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) Binding Obligation. The Developer represents and warrants that this Agreement is a valid and binding obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) Qualifications and Licenses. Developer represents that it or its contractors shall possess the skills, qualifications and experience to perform the work assigned to them, and that they shall have all licenses, permits, certifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, certifications and approvals shall be continuously maintained until all Paving Improvements have been accepted by the City. Notwithstanding the foregoing, nothing set forth in this Agreement shall be construed to require the Developer to perform any work requiring a contractor's license, nor shall the Developer be deemed to be performing construction services pursuant to this Agreement.

(e) Completion of Paving Improvements. The Developer covenants that it will use its reasonable and diligent efforts to do all things that may be lawfully required of it in order to cause the Paving Improvements to be completed in accordance with this Agreement.

(f) Compliance with Laws. The Developer covenants that at all times prior to the City's approval and acceptance of the Paving Improvements, including the period of construction, ownership and maintenance by the Developer, Developer will not commit, suffer or permit any of its agents, employees or contractors to commit any act to be done in, upon or to the Paving Improvements in violation in any material respect of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property or the Paving Improvements, including but not limited to the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and regulations and guidelines issued pursuant to the ADA, and Labor Code Sections 1700-1775, which require prevailing wages to be paid to any employee performing work covered by Labor Code Section 1720 et seq. Developer hereby agrees and acknowledges that it has not received, and is not relying on any statements or representations by City or any of its officers, agents or employees in entering into this Agreement, specifically including but not limited to any statements or representations regarding the applicability of Labor Code Section 1720, et seq. to the development or construction of the Project or specifically the Paving Improvements, and Developer hereby expressly waives, releases and relinquishes any and all rights and interests in and to any claim it has, or may have in the future, against the City in connection with this Agreement, including specifically but not limited to any right or interest in any claim pertaining

to the payment of, or obligation to pay, prevailing wages pursuant to of Labor Code Section 1720, et seq.

(g) Reimbursement Requests. The Developer represents and warrants that it will diligently follow all procedures set forth in this Agreement with respect to Reimbursement Requests and that all documentation submitted shall be true and accurate.

(h) Financial Records. Until the City's final acceptance of the Paving Improvements, the Developer covenants to maintain proper books of record and account for the Paving Improvements and all costs related thereto. The Developer covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the City and the City Manager, at any reasonable time during regular business hours on two business days' prior written notice, subject to mutually acceptable arrangements regarding the confidentiality of proprietary data.

Section 14. Representations, Warranties and Covenants of City. City makes the following representations, warranties and covenants for the benefit of the Developer:

(a) Authority. City represents and warrants that City has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the City.

(b) Binding Obligation. City represents and warrants that this Agreement is a valid and binding obligation of City and is enforceable against City in accordance with its terms, subject to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(c) Completion of the Paving Improvements. The City covenants that it will use its reasonable and diligent efforts to expeditiously take all actions that may be lawfully required of it in issuing permits, processing and approving plans and specifications and inspecting the Paving Improvements in accordance with this Agreement.

(d) Reimbursement Requests. City represents and warrants that it will diligently follow all procedures set forth in this Agreement with respect to the evaluation of Reimbursement Requests and payment of the Reimbursements.

Section 15. Indemnification. The Developer agrees to protect, indemnify, defend and hold the City, and its respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs (including any claims or liability asserted pursuant to Labor Code Section 1720, et seq.) which the City, or its respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the City, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, or installation of the Paving Improvements occurring prior to the City's acceptance of such Paving Improvements by the City; (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder; or (c) any act or omission of the Developer or

any of its subcontractors, or their respective officers, employees or agents, in connection with the Paving Improvements. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from the Developer.

Section 16. Developer as a Private Developer. In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer. Accordingly, this Agreement does not constitute a debt or liability of the City. Except as expressly provided in Section 11 regarding Reimbursements, the City shall not be obligated to advance any of its own funds or any other costs incurred in connection with the Project. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

Section 17. Other Agreements. Nothing contained herein shall be construed as affecting the City's or the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the acquisition, construction and installation of the Paving Improvements.

Section 18. Binding on Successors and Assigns. Neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity without the written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the parties hereto.

Section 19. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

Section 20. Waivers. No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

Section 21. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 22. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

Developer: Pulte Group
Attn: Matthew D. Matson
27401 Los Altos, Ste. 400
Mission Viejo, CA 92691

City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92539

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 23. Jurisdiction and Venue. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of Riverside or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 24. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

Section 25. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 26. Incorporation of Recitals. The parties acknowledge the facts as set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

Section 27. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 29. Default Remedies. Failure by either Party to perform any action or covenant required by this Reimbursement Agreement constitutes a “Default” under this Reimbursement Agreement. A Party claiming a Default shall give written Notice of Default to the other Party specifying such Default. Except as otherwise expressly provided in this Reimbursement Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in Default if such party within thirty (30) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

Section 30. Integration. This Reimbursement Agreement and the Development Agreement contain the entire understanding between the parties relating to the transaction contemplated by this Reimbursement Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Reimbursement Agreement and shall be of no further force or effect. Each Party is entering this Reimbursement Agreement based solely upon the representations set forth herein and upon each Party’s own independent investigation of any and all facts such party deems material. This Agreement constitutes the entire understanding and agreement of the Parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter of this Reimbursement Agreement.

Section 31. Severability. If any term, provision, condition or covenant of this Reimbursement Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Reimbursement Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

Section 32. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Reimbursement Agreement, and in signing this Reimbursement Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matter set forth in this Reimbursement Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Reimbursement Agreement; and, they have freely signed this Reimbursement Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Reimbursement Agreement, and without duress or coercion, whether economic or otherwise.

Section 33. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Reimbursement Agreement or of any of its terms.

Section 34. Enforced Delay; Extension of Times of Performance. Performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other party; acts or failures to act of any other public or governmental agency or entity. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager the Developer.

Section 35. Authority. The Developer has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by the Developer in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The persons who have executed this Agreement on behalf of Developer and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of the Developer and all actions required under the organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto by the persons which have executed them, have been duly taken.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this REIMBURSEMENT AGREEMENT as of the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“DEVELOPER”

PULTE _____, a _____ corporation

City Manager

By: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

ATTACHMENT NO. 1
PAVING IMPROVEMENTS
[TO BE ATTACHED]

ATTACHMENT NO. 2

FORM OF REIMBURSEMENT REQUEST

REIMBURSEMENT REQUEST NO. _____

The undersigned _____ (the “Developer”) hereby requests payment in the total amount of \$ _____ for certain Paving Improvements (as defined in the Paving Improvements Reimbursement Agreement by and between the City of Lake Elsinore (the “City”) and Developer, and described in Attachment No. 1 to that Agreement), all as more fully described in Exhibit “A” hereto. In connection with this Reimbursement Request, the undersigned hereby represents and warrants to the City as follows:

1. They are a duly authorized officer of the Developer, qualified to execute this Reimbursement Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. To the extent that this Reimbursement Request is with respect to completed Paving Improvements, the Developer has submitted or submits herewith to the City, if applicable, as-built drawings or similar plans and specifications for the items to be paid for as listed in Exhibit “A” hereto with respect to any such Paving Improvements, and such drawings or plans and specifications, as applicable, are true, correct and complete.

3. All costs of the Paving Improvements for which Reimbursement is requested hereby are actual costs and have not been inflated in any respect. The items for which Reimbursement is requested have not been the subject of any prior payment request submitted to the City, including but not limited to, a request for reimbursement by a Community Facilities District.

4. Supporting documentation (such as copies of contracts, third party invoices, lien releases, cancelled checks and such other documentation requested by City Manager evidencing costs actually incurred by Developer) is attached with respect to each cost for which Reimbursement is requested.

5. The Paving Improvements for which Reimbursement is requested was constructed in accordance with the requirements of the Agreement and in compliance with all applicable legal requirements.

6. The Developer is in compliance with the terms and provisions of the Agreement and no portion of the amount being requested to be reimbursed was previously paid.

7. The Reimbursement for the Paving Improvements (a detailed calculation of which is shown in Exhibit “A” hereto for each Road Improvement) has been calculated in conformance with the terms of the Agreement.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

DEVELOPER:

By: _____
Authorized Representative of Developer

Date: _____

CITY APPROVAL:

By: _____

City Manager

Amount Approved: \$ _____

Date: _____

Reimbursement Request Approved for
Submission an Payment to City's
Administrative Services Department

By: _____

City Manager

