

**AGREEMENT
FOR
CONSTRUCTION OF IMPROVEMENTS**

WHEREAS, the undersigned, Western States Construction Inc., whose business address is 4887 E. La Palma Ave. Suite 707 Anaheim CA 92807 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 **Kassab Travel Center**; 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 ____ day of _____, 20____.

FOR: Western States Construction Inc.
Type or Print name of company on line above

SIGNED: 
Type name & title here: Joseph Karaki - President

SIGNED: Joseph Karaki - President -
Type name & title here:

CITY OF LAKE ELSINORE

BY: _____
Natasha Johnson, 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

Jurat

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 Orange

Subscribed and sworn to (or affirmed) before me on this 8 day of May,

2023 by JOSEPH KANAKI,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
(JOHAN J. HARDY)

(Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement For Construction
(Title or description of attached document)

of Improvements.
(Title or description of attached document continued)

Number of Pages _____ Document Date 5/8/23

(Additional information)

Example of an oath or affirmation to be asked by the notary prior to signing: "Do you swear or affirm that the statements made in the attached document are true to the best of your knowledge?" (The affiant must reply affirmatively.)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document