

**AGREEMENT
FOR
CONSTRUCTION OF IMPROVEMENTS**

WHEREAS, the undersigned, Windrow Earth Transport, whose business address is
14085 Magnolia Ave., Chino CA 91710

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 Lakeside; 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 28th day of June, 2023.

FOR: Windrow Earth Transport

Type or Print name of company on line above

SIGNED: Michelle MacNeal

Type name & title here: Michelle MacNeal

SIGNED: _____

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

please see 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 Riverside)

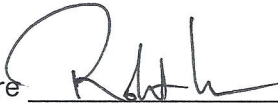
On June 28th, 2023 before me, Robert Lawrence, Notary Public
(insert name and title of the officer)

personally appeared Michelle MacNeal,
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)

