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WHEN RECORDED RETURN TO:

City of Corona
P.O. Box 940
815 West Sixth Street
Corona, CA 91718-0940
Attn: City Clerk

DOC # 1999-336445

07/28/1999 08:00A Fee:NC

Page 1 of 17

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County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT

between

EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,
a California non-profit mutual benefit corporation
(the "Association")

and

CITY OF CORONA,
a municipal corporation
(the "City")

Dated: July 5, 1999

STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT is executed as of this 5th day of July, 1999, by and between EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation (the "Association") and the CITY OF CORONA, a municipal corporation (the "City") and is made with reference to the following facts:

RECITALS

A. The Association is a homeowners association, organized in accordance with California law in order to provide certain maintenance and administrative services with respect to a residential development located within the city limits of the City, commonly known as Eagle Glen (the "Project"). The Project is being developed in phases, and if and when it is fully developed, may include all of the real property shown as "Initial Property" and "Annexable Property" in that certain "Declaration of Removal and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions (Eagle Glen)" recorded on January 27, 1999 as Instrument No. 033005 in the Office of the County Recorder of Riverside County, as amended (the "Master Declaration"). If and when it is fully developed, the Project will include, without limitation, approximately one thousand eighty-six (1,086) residences, the owners of which will be members of the Association.

B. The City has approved the Project subject to the requirement that it be "revenue neutral" with respect to various improvements and services which benefit the Project, including the powering, maintenance and upkeep of the street lights and traffic signals within, adjacent to and associated with the Project. Accordingly, the City has required that the Master Declaration provide that the Association is responsible for providing and paying the cost of empowering, maintenance and upkeep of the street lights and traffic signals which benefit the Project

(as described in Exhibit "A" attached hereto and hereafter referred to collectively as the "Facilities" and individually as the "Street Lights" and "Traffic Signals").

C. The Association wishes to contract with the City to provide electricity and maintenance services with respect to the Facilities. The City is willing to provide electricity and maintenance services upon the terms and conditions and for the consideration described in this Agreement.

The parties therefore agree as follows:

1. Ownership of Street Lights and Traffic Signals. The Facilities are owned by the Association; provided, however, that the Association hereby offers the Facilities for dedication to the City. By this Agreement, the City declines the offer, but may elect to accept such offer of dedication at any time in the future, upon thirty (30) days prior written notice to the Association. With respect to the Traffic Signals, the City hereby grants a right of encroachment for the Traffic Signals and Street Lights over and upon the public rights-of-way (to the extent such public rights-of-way are owned by the City) upon which such Traffic Signals and Street Lights are located.

2. Operation and Maintenance. So long as it owns the Facilities, the Association is solely responsible for their operation and maintenance. By this Agreement, the Association hereby contracts with the City as an independent contractor to operate and maintain the Facilities for and on behalf of the Association. Such operation and maintenance will include (i) provision of and payment for electricity, and (ii) such repair, servicing and replacement as may be necessary in order to maintain the Facilities in operable condition. During the term of this Agreement, the City will have exclusive access to the Facilities. No other agent, employee, representative or independent contractor of the Association will attempt to maintain, repair, replace or provide service with respect to the Facilities. The Association will not grant rights in the Facilities to any other party and will



not allow the Facilities to be modified in any way or used for any purpose other than as Street Lights and Traffic Signals. Notwithstanding the foregoing, if the Association determines that the City has failed to maintain the Street Lights to the standards to which the City maintains other similar Street Lights, then the Association shall have the right, but not the obligation, to assume the duty of the City to maintain the Street Lights, at the Association's sole expense, and thereafter, the Association shall have no obligation to pay the City amounts due with respect to the Street Lights pursuant to this Agreement. In the event the Association assumes maintenance responsibility for the Street Lights pursuant to this Agreement, the City agrees that the it will provide to the Association the amount of any reserves held by the City (as described in Section 4.2(a) below) within thirty (30) days following the date upon which the Association assumes such responsibility. The City hereby grants to the Association easements over the public rights-of-way within which the Street Lights are located as are reasonably necessary for the Association to perform any maintenance which may be assumed by the Association hereunder. Prior to assuming the City's duty to maintain the Street Lights, the Association shall give the City not less than sixty (60) days prior written notice of its determination that the City has failed to maintain the Street Lights to the standards set forth herein. If the City cures any default alleged by the Association in such maintenance of the Street Lights, the City's right and obligation to maintain the Street Lights in accordance with the provisions of this Agreement shall continue unabated.

3. Independent Contractor. The City will provide the services described in this Agreement as an independent contractor and not as an employee of the Association. As such, the Association will not be responsible for any compensation or benefits to the City except as specifically described in this Agreement. The City will be responsible to the Association for operating and maintaining the Facilities in accordance with the requirements of this Agreement, but



shall be solely responsible for the internal allocation of manpower and other resources in order to perform its obligations pursuant to this Agreement.

4. Consideration. As consideration to the City for the services to be provided to the Association pursuant to this Agreement, the Association agrees to compensate the City as follows:

4.1 Transition Period. The parties acknowledge that the Facilities will be constructed on a phased basis and that the City's services hereunder will increase incrementally as the Facilities are constructed and made operational. The Parties further acknowledge that the City's cost of maintaining the Traffic Signals represents an allocation of such costs between the Project and other potentially benefitted projects. The Association has previously deposited with the City the sum of Sixteen Thousand Seventy-Six Dollars (\$16,076.00). Such amount will compensate the City for its services under this Agreement through June 30, 1999. As compensation for the City's services from July 1, 1999 through June 30, 2000, the Association will pay the City the total sum of Forty-Eight Thousand Two Hundred Twenty-Six Dollars (\$48,226.00) in two (2) equal installments of Twenty-Four Thousand One Hundred Thirteen Dollars (\$24,113.00) each, payable on or before July 1, 1999 and January 1, 2000, respectively.

4.2 Compensation in Subsequent Years. The City will provide budget estimates to the Association and the Association will make payments to the City in accordance with the following provisions:

(a) Budget Estimate. Not later than April 30 of each year (commencing April 30, 2000), the City will provide to the Association a budget, setting forth its estimate of fees for services under this Agreement for the City's upcoming fiscal year (July 1 through June 30). If no such annual estimate is provided by the City, the annual estimate to be used



by the Association for budgeting purposes will be an amount equal to that applicable during the then current calendar year (the calendar year preceding that for which the budget is being prepared), increased by two percent (2%). The parties acknowledge that whereas the City prepares budgets on the basis of its fiscal year, the Association prepares its budgets based upon a calendar year. The parties believe that with the availability of reserves, payment by the Association on a quarterly basis and the relative stability of such costs historically experienced by the City, the budget information provided by the City will be sufficient to allow the Association to properly anticipate its budget needs. The City anticipates that the budget amount for the year July 1, 2000 through June 30, 2001 will be approximately Sixty-Four Thousand Three Hundred Two Dollars (\$64,302.00).

The City and the Association acknowledge that the payments from the Association to the City pursuant to this Section 4 include amounts which will be used to establish reserves. The amount of such reserves will ultimately accumulate to an amount equal to approximately fifty percent (50%) of the annual budget amount for the Project. The City will modify the amounts payable by the Association hereunder as necessary in order to assure that reserve amounts are not maintained at a level materially greater or less than that described above.

(b) Invoice/Payment. Commencing as of July 1, 2000, the City will provide quarterly invoices to the Association for the services described herein.

4.3 Budget/Cost Reconciliation. The City represents to the Association and the Association acknowledges that the City does not and will not maintain separate and exact cost records with respect to the services provided by the City pursuant to this Agreement. With respect to street lights, the City's budget will be calculated based upon the citywide average cost of services per street light multiplied by the number of street lights within the Project. The City's cost of services with respect to traffic signals is also based upon a citywide average cost per traffic signal,



it being agreed that while the entire cost of one traffic signal will be allocated to the Project, the cost of the two remaining traffic signals has been equitably allocated between the Project and other benefitted properties. Within sixty (60) days following the end of its fiscal year, the City will determine the actual average costs for street light and traffic signal services throughout the City during the preceding fiscal year, will determine whether the budget for such preceding fiscal year has resulted in an overpayment or an underpayment by the Association and will adjust quarterly payments during the remainder of the City's current fiscal year in order to provide the credit (in the event of overpayment) or collect the further costs (in the event of underpayment) appropriate to such prior fiscal year. The City represents to the Association that amounts received pursuant to this Agreement from the Association will be accounted for separate and apart from other general funds or utility funds maintained or administered by the City. The amount of any reserves will be described as a separate line item in the City's annual budget for the Project.

4.4 Late Charges. Payments due to the City pursuant to Sections 4.1 and 4.2 above will be delinquent if not received by the City within ten (10) days after the date upon which such payments are due (the "Delinquency Date"). Any amount not received by the City prior to the Delinquency Date will result in a late payment charge equal to ten percent (10%) of the delinquent amount. Any amount not received by the City within fifteen (15) days after the Delinquency Date will also bear interest at eighteen percent (18%) per annum from the Delinquency Date until paid.

5. Remedies for Default. In the event any payment due from the Association to the City pursuant to this Agreement is not paid within fifteen (15) days following the Delinquency Date, the City may exercise the following rights:



(a) The City may bring legal action in an appropriate court in Riverside County, California for the amount of the delinquency, including late charges and interest, together with other damages, costs and fees;

(b) The City may petition the appropriate court in Riverside County, California, for the appointment of a receiver to levy and collect on behalf of the Association such regular or special assessments as may be required and provided for pursuant to the Association's governing documents in order to collect and pay to the City funds sufficient to satisfy the obligations of the Association hereunder; and

(c) The City may exercise such other rights or remedies as may be available to it under California law.

(d) If the Association's default hereunder continues for a period of thirty (30) days following the Delinquency Date, the City may elect to discontinue its services under this Agreement with respect to Street Lights, including discontinuance of illumination of Street Lights, upon satisfaction of the following conditions: the City will provide written notice to the Association of the delinquency and the date upon which the City Council of the City will consider enforcement of a breach of this Agreement by the Association through discontinuance of Street Light service hereunder. If the Association has not fully cured the default prior to the City Council hearing date, the City Council may consider in a public hearing the discontinuance of Street Light service hereunder. This remedy will be in addition to and not in lieu of any other remedies available to the City pursuant to this Agreement.

6. Traffic Signals. The parties acknowledge that the Traffic Signals benefit adjacent properties as well as the Project. It is anticipated that the owners of such adjacent properties



will enter into similar agreements with the City regarding the operation and maintenance of the Traffic Signals and payment of consideration to the City with respect thereto. In the event of an uncured breach of this Agreement by the Association, the City may elect to continue to operate and maintain the Traffic Signals as a matter of public safety and in order to comply with contractual obligations with the adjacent property owners. In such event, the Association will remain liable to the City for the City's operation and maintenance services with respect to the Traffic Signals, notwithstanding termination of this Agreement with respect to Street Lights. In such event, the provisions of this Agreement regarding budgeting for and payment of compensation to the City with respect to operation and maintenance services provided by it for the Traffic Signals will remain in effect.

7. Right of Access. The Association hereby grants to the City an irrevocable right of access throughout those portions of the Project as is reasonable and necessary in order for the City to have access to the Facilities; provided, however, that the City agrees to exercise this right of access in a manner which will cause the least practicable interference with the use and enjoyment of the Project by the Association and its members.

8. Indemnity and Hold Harmless. The Association and the City agree to defend, indemnify and hold the other free and harmless from and against any and all claims, damages and liabilities associated with the acts or omissions of each pursuant to this Agreement; provided, however, that neither party shall be indemnified against the gross negligence or willful misconduct of its employees, agents or representatives. With respect to the reciprocal indemnification and hold harmless provisions described above, the Association and the City each agree to cause the other to be named as an additional insured on the public liability insurance coverage maintained by each and



to provide to the other, within sixty (60) days following the date of this Agreement, a certificate or other evidence of such additional insured designation.

9. City Non-Liability. The City covenants and agrees that so long as the Association is not delinquent in its obligations hereunder, the City will operate and maintain the Facilities in the same manner and to the same level as those owned, operated and maintained directly by the City. The City will not be liable to the Association or its members for any failure of the Facilities resulting from acts of God or occurrences beyond the City's reasonable control. The City will also not be liable to the Association or its members if Street Light service is suspended or terminated pursuant to this Agreement as a result of a default in payment by the Association to the City. The Association agrees to defend, indemnify and hold the City free and harmless from and against any and all claims, damages and liabilities resulting from or arising out of suspension or termination of Street Light service as a result of a default by the Association, acts of God or occurrences beyond the City's reasonable control.

10. Term. This Agreement will remain in full force and effect and binding upon the parties until the first to occur of the following: (a) termination of this Agreement by the Association or the City with respect to Street Lights; (b) acceptance by the City of the offer of dedication, including maintenance and operation responsibility, as described in Section 1 above; or (c) inclusion of the Project and the Facilities within a lighting district, community facilities district or other special district having authority to provide such services and to levy the cost thereof directly against those properties and owners benefitting therefrom. Notwithstanding the above and pursuant to Section 6 above, the parties acknowledge that in the event of the termination of this Agreement pursuant to (a) above, the Association will remain liable for payment of costs associated with the operation and maintenance of the Traffic Signals. The City further acknowledges that the



Association may terminate this Agreement if it elects to hire a contractor to provide the services described herein with respect to the Street Lights; provided, however, that prior to such termination, the City will have the right to approve any such contractor, which approval will not be unreasonably withheld or delayed and will be based upon the City's reasonable determination regarding the ability of such contractor to provide the Street Light maintenance services described herein in a timely, responsive and reliable manner. In the event of such termination, the Association and any such contractor will enjoy the easement right for access to the Street Lights as described in Section 2 above.

11. Notices. Any and all notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, sent by facsimile, recognized overnight delivery service or mailed by certified or registered mail, return receipt requested, postage prepaid, to the parties at the addresses indicated below:

To City:	City of Corona P.O. Box 940 815 West Sixth Street Corona, CA 91718-0940 Attn: Public Works Director
To Association:	Eagle Glen Master Homeowners Association 10670 Civic Center Drive Rancho Cucamonga, California 91720 Attn: Chief Legal Officer
With a copy to:	Eagle Glen Master Homeowners Association 3750 Bedford Canyon Road Corona, California 91719 Attn: President Attn: Manager

Any party may change its address by a notice given to the other party in the manner set forth above.

Any notice given personally shall be deemed to have been given upon service, notices sent by



overnight service shall be deemed received on the next business day and any notice given by certified or registered mail shall be deemed to have been given on the third (3rd) business day after such notice is mailed.

12. Binding Effect. This Agreement shall bind and inure to the benefit of the parties, their respective heirs, successors and assigns.

13. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

14. Amendment/Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless in writing and signed by both parties.

15. Governing Law/Venue. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California. Any litigation or arbitration regarding the Property or this Agreement will be brought in Riverside County Superior Court or conducted in Riverside County.

16. Attorneys' Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.



17. Calculation of Dates. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. on such date or dates and references to "days" shall refer to calendar days; provided, however, in the event that any period terminates on a Saturday, Sunday or legal holiday, under the laws of the State of California, the termination of such period shall be on the next succeeding business day. The time in which any act provided under this Agreement is to be done, shall be computed by excluding the first day and including the last, unless the last is a Saturday, Sunday or legal holiday under the laws of the State of California, and then it is also so excluded.

18. Counterparts. This Agreement may be executed in counterparts and when so executed by the parties, shall become binding upon them and each such counterpart will be an original document.

19. Alternative Dispute Resolution. In the event of any controversy or dispute between the City and the Association regarding the matters described in Section 4 above, the parties agree to meet and confer and attempt to resolve such dispute, such meeting to occur within thirty (30) days following written notice from one party to the other, requesting such meeting and providing a detailed description of the dispute. If, despite such meeting, the parties are unable to resolve a dispute, either party may require that such dispute be submitted to arbitration in Riverside County, California under the commercial arbitration rules then obtaining of the American Arbitration Association. Any award or decision obtained from any such arbitration proceeding shall be final and



binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. Unless the City otherwise agrees in writing, the provisions of this Section will apply only to a determination of the matters described in Section 4 above.

ASSOCIATION:

EAGLE GLEN MASTER HOMEOWNERS
ASSOCIATION, a California non-profit mutual
benefit corporation

By:  V.P.

By: 

CITY:

CITY OF CORONA, a municipal corporation

By: 

Attested by:


Victoria J. Wasiko, City Clerk



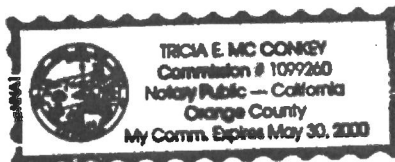
STATE OF CALIFORNIA

COUNTY OF Orange

On July 7, 1999, before me, the undersigned notary public, personally appeared Jim Flood,
☐ personally known to me OR ☐ 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.

WITNESS my hand and official seal.

Tricia E. McConkey
Signature of Notary



CAPACITY CLAIMED BY SIGNER:

- ☐ Individual(s)
☐ Corporate
Officer(s) _____
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Subscribing Witness
☐ Guardian/Conservator
☐ Other _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

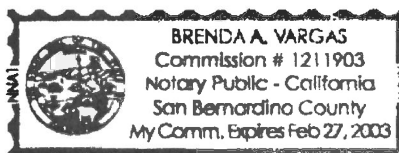
STATE OF CALIFORNIA

COUNTY OF San Bernardino

On July 7, 1999, before me, the undersigned notary public, personally appeared Dorian A. Johnson,
☒ personally known to me OR ☐ 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.

WITNESS my hand and official seal.

Brenda A. Vargas
Signature of Notary



CAPACITY CLAIMED BY SIGNER:

- ☐ Individual(s)
☐ Corporate
Officer(s) _____
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Subscribing Witness
☐ Guardian/Conservator
☐ Other _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 1999, before me, the undersigned notary public, personally appeared _____,
☐ personally known to me OR ☐ 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.

WITNESS my hand and official seal.

Signature of Notary

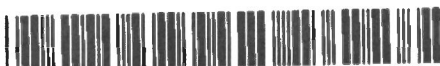
CAPACITY CLAIMED BY SIGNER:

- ☐ Individual(s)
☐ Corporate
Officer(s) _____
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Subscribing Witness
☐ Guardian/Conservator
☐ Other _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RVBUS\MG519386



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07/28/1999 08:09A
15 of 17

EXHIBIT "A"

DESCRIPTION OF STREET LIGHTS AND TRAFFIC SIGNALS

[to be attached]





INTEROFFICE MEMORANDUM

DATE: February 5, 2009

TO: Tara Roberts, Public Works Department

FROM: Cathy LaCroix, City Clerk's Office

SUBJECT: Transmittal of Conformed Copy of Amendment Agreement

At its meeting held December 17, 2008, the City Council approved and executed a first amendment to the Street Light / Traffic Signal Maintenance Agreement between the Eagle Glen Master Homeowners Association and the City. Said agreement has since been recorded with the Riverside County Clerk and the original received by the City Clerk's Office.

Transmitted herewith, please find the conformed copy of said agreement recorded on December 26, 2008, Document No. 2008-0671623 for your files.

Should you have any questions, I can be reached at extension 2203.

DOC # 2008-0671623
12/26/2008

RECORDING REQUESTING BY AND
WHEN RECORDED RETURN TO:

City of Corona
P.O. Box 940
400 West Sixth Street
Corona, CA 92882
Attention: City Clerk

Customer Copy Label
The paper to which this label is
affixed has not been compared
with the recorded document.
Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

No Recording Fee Required. This document is exempt
From recording fees pursuant to Gov't Code § 6103

Space above this line for Recorder's Use

FIRST AMENDMENT TO
STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT

BETWEEN

EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION
(the "Association")

AND

CITY OF CORONA,
A MUNICIPAL CORPORATION
(the "City")

Dated: December 17, 2008

FIRST AMENDMENT TO STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT

The Eagle Glen Master Homeowners Association, a California non-profit mutual benefit corporation ("Association") and the City of Corona, a municipal corporation (the "City"), collectively referred to herein as the "parties", hereby amend the Street Light/Traffic Signal Maintenance Agreement ("Agreement") entered into by the parties on July 5, 1999, as follows:

RECITALS

A. The Association has requested that it take over full responsibility for the electricity, maintenance and upkeep of street lights located in an area within the boundaries of the Association, and included within the Facilities, as that term is defined in the Agreement, sometimes referred to as the "DR Horton Site". Each street light located within the DR Horton Site is depicted in Exhibit "A", attached and incorporated to this Amendment.

B. It has been determined that the Association is paying the cost of electricity for street lights located in an area within the boundaries of the Association, and included within the Facilities, as that term is defined in the Agreement, sometimes referred to as "Site B". Each of the street lights located within Site B is depicted in Exhibit "B", attached and incorporated to this Amendment.

C. By way of this Amendment, the parties intend to (1) exclude from the Agreement those street lights located within the DR Horton Site so that the Association may assume full responsibility for the electricity and maintenance of those street lights, and (2) confirm that the City shall pay for the electricity for all street lights located within Site B.

AMENDMENT

1. The Agreement is hereby amended as follows:

(a) "Facilities", as that term is defined in the Agreement, shall not include those street lights located within the DR Horton Site, as depicted in Exhibit "A" to this Amendment, and the parties agree that the Association shall assume full responsibility for the maintenance, upkeep, and the cost of electricity for all street lights located within the DR Horton Site.

(b) The parties affirm that the term "Facilities", as that term is defined in the Agreement, shall include those street lights located within Site B, as depicted in Exhibit "B" to this Amendment, and the parties agree that the City shall provide electricity and

maintenance for all of the street lights located within Site B, in accordance with the Agreement.

(c) The fourth sentence in Section 4.2 (a), beginning with the words "The parties believe...", shall be deleted.

(d) Section 4.2 (b) of the Agreement shall be amended to read "Commencing as of July 1, 2009, the City will provide monthly invoices to the Association for the services described herein."

(e) Section 4.3 shall be amended to read as follows: "The budget estimate described in section 4.2, above, will be calculated based on the estimated costs of the services provided pursuant to this Agreement. The parties agree that while the entire cost of one traffic signal will be allocated to the Project, the cost of the two remaining traffic signals will be equitably allocated between the Project and other benefitted properties. Within thirty (30) days after the end of each month, the City will submit to the Association a report of the approximate costs incurred by the City for services for street lights and traffic signals for the preceding month. The information contained in the report will be an approximation only, and will be subject to the yearend reconciliation described below. Within sixty (60) days following the end of its fiscal year, the City will determine the actual cost for the services the City provided pursuant to this Agreement during the last fiscal year, will determine whether the budget for last fiscal year has resulted in an overpayment or an underpayment by the Association and will adjust monthly payments during the remainder of the City's current fiscal year in order to provide the credit (in the event of overpayment) or collect the further costs (in the event of underpayment) appropriate to such prior fiscal year. The City represents to the Association that amounts received pursuant to this Agreement from the Association will be accounted for separate and apart from other general funds or utility funds maintained or administered by the City. The amount of any reserves will be described as a separate line item in the City's annual budget for the Project."

2. After the effective date of this Amendment, within thirty (30) days after the end of each month, the City will provide a monthly invoice to the Association based on approved Fiscal Year 2008-09 budget, for the services described in the Agreement for each full month remaining during Fiscal Year 2008-2009.

3. The Association waives and releases the City from any and all claims the Association may have as of the effective date of this Amendment arising out of or relating to the electricity, maintenance and/or upkeep of the street lights located within the DR Horton Site and Site B. The Association expressly waives any and all right and benefit conferred upon the Association by the provisions of Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

4. The parties agree that nothing in this Amendment shall trigger an obligation on the part of the City to release to the Association all or any portion of any reserves held by the City pursuant to the Agreement.

5. Except as amended, above, all terms and conditions of the Agreement shall remain in full force and effect.

6. This Amendment shall be valid and binding when fully executed by the parties, and shall be deemed effective on date executed. If executed by the parties on different dates, the effective date of the Amendment shall be the later of the two dates.

{SIGNATURE PAGE TO FOLLOW}

ASSOCIATION:

EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,

A California non-profit mutual benefit corporation

By: Don Garling
Don Garling

Title: President

Dated: 12-11-08

By: Donald McDougall
Donald McDougall

Title: Secretary/Treasurer

Dated: 12/10/2008

CITY:

CITY OF CORONA, a municipal corporation

By: [Signature]
Mayor of the City of Corona, California

Dated: December 17, 2008

Attest:

CITY CLERK

Of the City of Corona

By: [Signature]
City Clerk of the City of Corona, California

Dated: December 17, 2008

APPROVED AS TO FORM:

By: [Signature]
Corona City Attorney

Dated: December 17, 2008

ACKNOWLEDGMENT

State of California
County of

Riverside

On

12/10/08

before me,

Sandra D. Campos, Notary Public
(insert name and title of the officer)

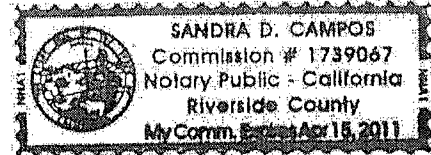
personally appeared Don Garling and Donald McDougall
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies) and that by his/her/their 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

Sandra D. Campos (Seal)



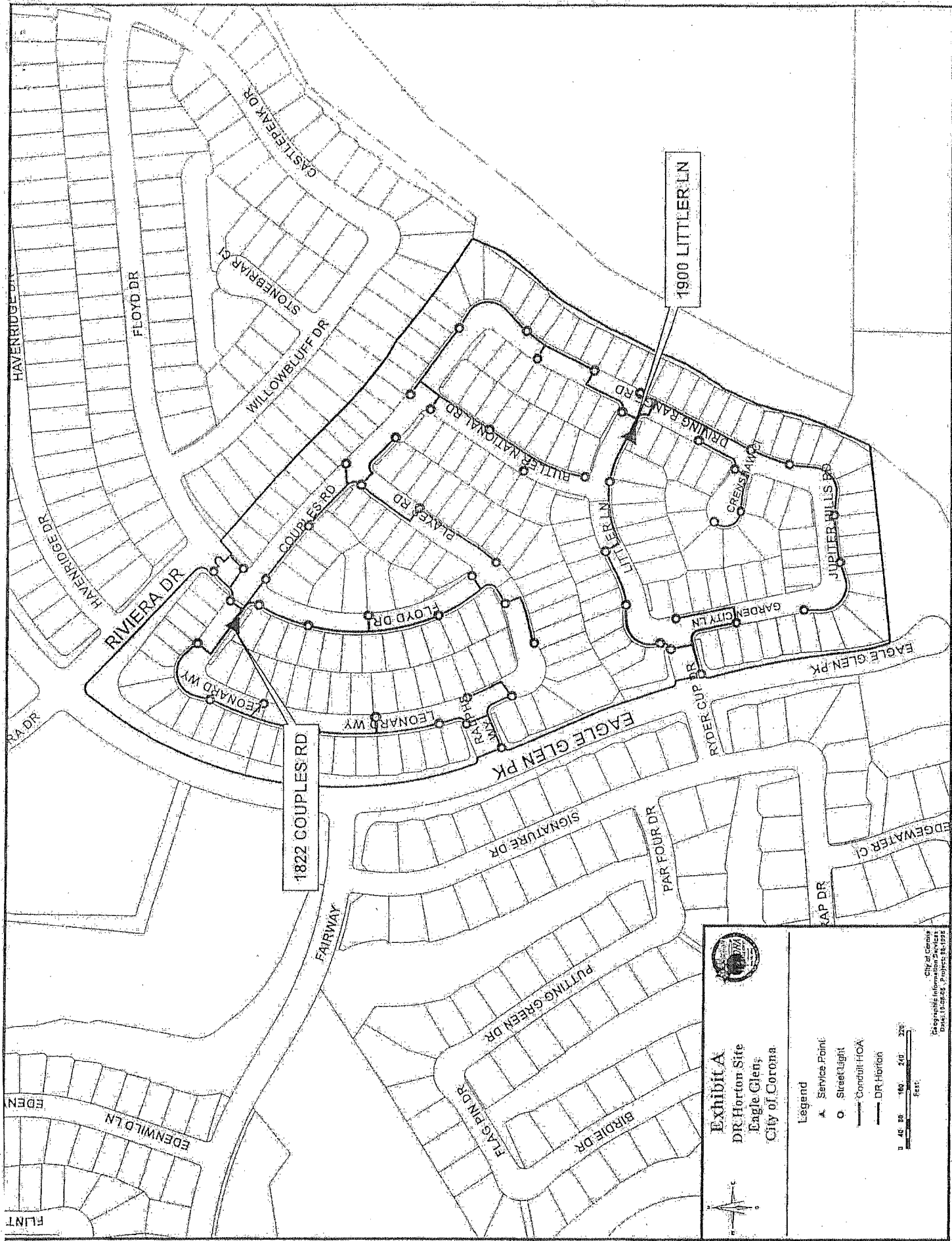


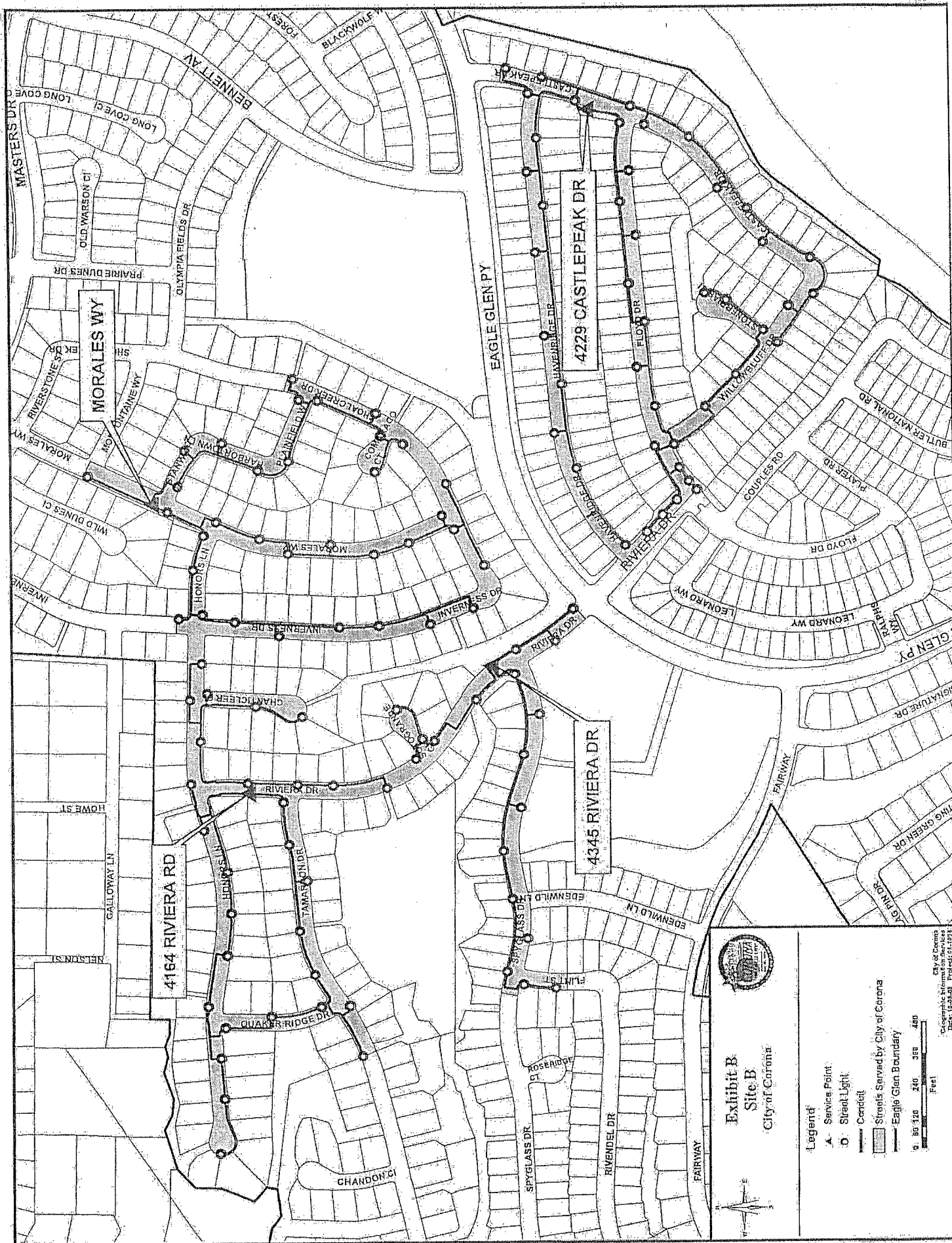
Exhibit A
DR Horton Site
Eagle Glen
City of Corona

Legend

- A Service Point
- O Street Light
- Conduit HOA
- DR Horton



City of Corona
 Geographic Information Services
 Date: 12-29-2018, Project: 28-12218





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Page No. 5

City Seal: "CORONA - The Circle City, Incorporated July 13, 1896 - To Cherish Our Past - To Plan Our Future"

Date:

December 17, 2008

Signature:

Catherine M. LaCroix

Print Name:

Catherine M. LaCroix

COUNCIL ACTION: (For City Clerk use only)

- ☐ ADOPTED RESOLUTION NO. _____
- ☒ APPROVED ☐ APPROVED WITH CHANGES
- ☐ CONTINUED TO _____ ☐ DENIED
- ☐ INTRODUCED ORDINANCE NO. _____
- ☐ NO ACTION TAKEN/DID NOT PASS
- ☐ RECEIVED AND FILED ☐ RETURNED TO STAFF
- ☐ REFERRED TO _____
- ☐ SET FOR PUBLIC HEARING



Agenda Report No. 6.C.3.

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: June 15, 2010
TO: Honorable Mayor and City Council Members
FROM: Public Works Department
SUBJECT: **CONSIDERATION OF AN AMENDMENT TO THE STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT BETWEEN THE EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION AND THE CITY OF CORONA**

RECOMMENDED ACTION:

That the City Council:

1. Approve the Second Amendment to the Street Light/Traffic Signal Maintenance Agreement between the City and Eagle Glen Master Homeowners Association.
2. Authorize the Mayor to execute the Second Amendment to the Street Light/Traffic Signal Maintenance Agreement between the City and Eagle Glen Master Homeowners Association.

ANALYSIS:

On July 5, 1999, the Eagle Glen Master Homeowners Association (HOA) entered into a Street Light/Traffic Signal Maintenance Agreement (Agreement) with the City of Corona that allows the City to provide post development operation and maintenance of two traffic signals and 562 street lights that were built as part of the Eagle Glen development.

On December 17, 2008, the Agreement was amended to remove 54 streetlights, which were located on private streets, from the City's maintenance responsibility. The amended Agreement modified the City's service area boundary to include two traffic signals and 508 street lights, as shown on Exhibit "A."

Under the conditions of the amended Agreement, the City will operate and maintain the traffic signals and street lights inside the service area boundary, as well as maintain a reserve fund equivalent to 50 percent of the approved Eagle Glen budget for any fiscal year. The purpose of the reserve fund is to pay for any emergency work that exceeds the regular budget for the Eagle Glen service area.

The Eagle Glen HOA has requested that the reserve fund requirement be reduced from 50 percent to 25 percent. To facilitate this request, City Staff worked with HOA representatives and the City Attorney's Office to draft a Second Amendment to the Agreement.

The Second Amendment was prepared by Best Best & Krieger, City Attorney, and reviewed by City staff and Eagle Glen HOA representatives. Approval of this amendment will allow the required reserve fund to be reduced from 50 percent of Eagle Glen's approved budget to 25 percent. In addition, the Amendment adds a clause that makes Eagle Glen HOA responsible for any emergency services or other unanticipated costs, which may occasionally occur, that could exceed the amount held in the reserves. The Amendment will also add a provision stipulating that any excess amount in the current reserve fund be applied as credit in favor of Eagle Glen HOA against their monthly invoices.

FISCAL IMPACT:

This action will not have a significant impact on the program's fiscal budget. The City will continue to provide an annual budget to Eagle Glen HOA for the maintenance services and perform yearly expense reconciliations, as required by the original Agreement.

ENVIRONMENTAL ANALYSIS:

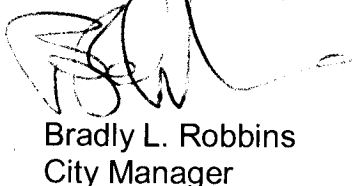
This action is exempt from CEQA requirements.

REVIEWED BY:



Greg Irvine
Assistant City Manager

SUBMITTED BY:



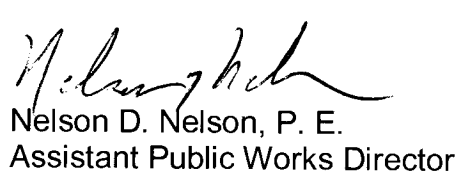
Bradly L. Robbins
City Manager

REVIEWED BY:



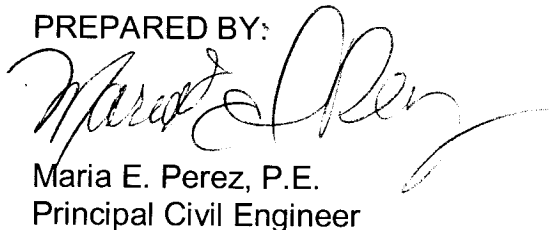
Kip D. Field, P. E.
Public Works Director

REVIEWED BY:



Nelson D. Nelson, P. E.
Assistant Public Works Director

PREPARED BY:



Maria E. Perez, P.E.
Principal Civil Engineer

Exhibit "A" - Eagle Glen Service Area Boundary

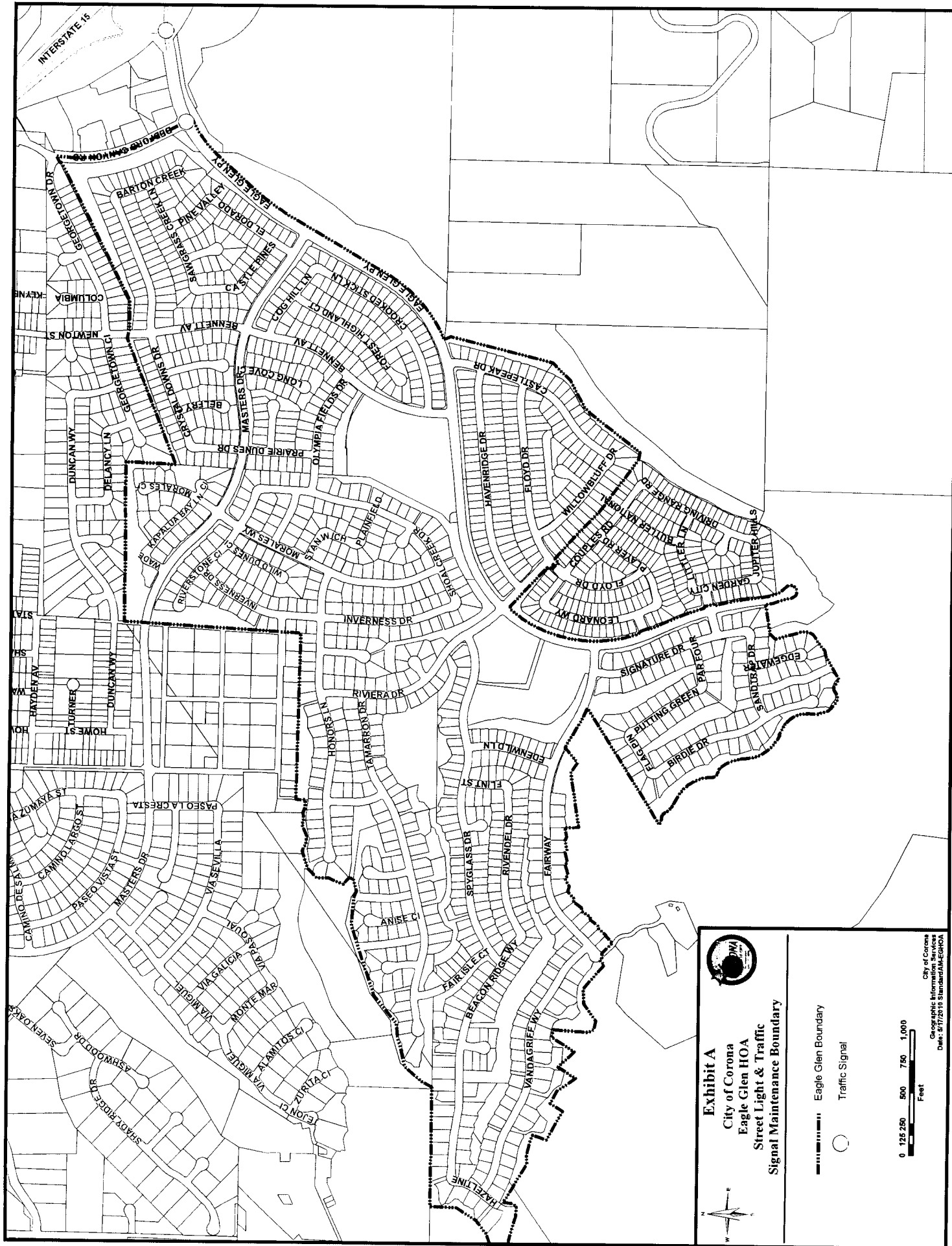


Exhibit A

City of Corona
Eagle Glen HOA
Street Light & Traffic
Signal Maintenance Boundary



--- Eagle Glen Boundary

○ Traffic Signal

0 125 250 500 750 1,000
Feet

City of Corona
Geographic Information Services
Date: 8/17/2018 Standard: NAD83

RECORDING REQUESTING BY AND
WHEN RECORDED RETURN TO:

City of Corona
P.O. Box 940
400 West Sixth Street
Corona, CA 92882

Attention: City Clerk

No Recording Fee Required. This document is exempt
From recording fees pursuant to Gov't Code § 6103

DOC # 2010-0313854

07/06/2010 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Space above this line for Recorder's Use

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SECOND AMENDMENT TO

STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT

BETWEEN

EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION
(the "Association")

AND

CITY OF CORONA,
A MUNICIPAL CORPORATION
(the "City")

Dated:

SECOND AMENDMENT TO STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE
AGREEMENT

The Eagle Glen Master Homeowners Association, a California non-profit mutual benefit corporation ("Association") and the City of Corona, a municipal corporation (the "City"), collectively referred to herein as the "parties", hereby amend the Street Light/Traffic Signal Maintenance Agreement ("Agreement") entered into by the parties on July 5, 1999, as follows:

AMENDMENT

The Agreement is hereby amended as follows:

1. The second sentence in Section 4.2(a) paragraph 2, beginning with the words "The amount of such reserves....", shall be amended by changing "fifty percent 50%" to "twenty five 25%".
2. Section 4.2(a) paragraph 2 is amended by adding the following after the fourth sentence:
 (a) "The HOA is responsible for any unanticipated costs that could exceed the 25% reserves."
3. The following statement shall be added at the end of Section 4.2 (a):
 "The Association shall be responsible for paying the cost of any emergency services or other unanticipated costs which may occur from time to time which exceed the amount held in the reserves."
4. The parties agree that any money in the reserves that is in excess of the 25% requirement as amended per item 1 above, will be applied as credit in favor of the HOA, against their monthly invoices described in Section 4.2 (b) of the Agreement, and in Section 1 (d) of the First Amendment to the Agreement entered into by the parties on December 17, 2008
5. Except as amended above, all terms and conditions of the Agreement shall remain in full force and effect.
6. Except as amended above, all terms and conditions of the First Amendment to the Agreement entered into by the parties on December 17, 2008, shall remain in full force and effect.
7. This Second Amendment shall be valid and binding when fully executed by the parties, and shall be deemed effective on date executed. If executed by the parties on different dates, the effective date of the Amendment shall be the later of the two dates.

{SIGNATURE PAGE TO FOLLOW}

ASSOCIATION

EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION,

A California non-profit mutual benefit corporation

By: Don Garling
Don Garling

Title: President

Dated: May 6, 2010

By: Donald McDougall
Donald McDougall

Title: Secreatry/Treasurer

Dated: May 6 2010

CITY:

CITY OF CORONA, a municipal corporation

By: Karen Spiegel
Mayor of the City of Corona, California

Dated: 6-15-10

Attest:

CITY CLERK

Of the City of Corona

By: Jan Bates
City Clerk of the City of Corona, California

Dated: 6-15-10

APPROVED AS TO FORM:

By: [Signature]
Corona City Attorney

Dated: 6-15-10

ACKNOWLEDGMENT

State of California
County of Riverside)

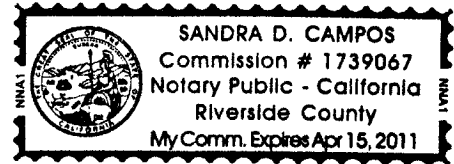
On 5-6-10 before me, Sandra Campos, Notary Public
(insert name and title of the officer)

personally appeared Don Garling and Donald McDougall
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 Sandra D. Campos (Seal)



State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 04 2008

A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN
Secretary of State



State of California
Secretary of State

LP-2

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

FEB 25 2008

**AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP**

A \$30.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

FILE NUMBER		ENTITY NAME (Enter the exact name of the limited partnership.)	
1. SECRETARY OF STATE FILE NUMBER 200734900003		2. NAME OF LIMITED PARTNERSHIP AGUA MANSA SERVICE STATION, LP	
3. <input type="checkbox"/> CHECK HERE IF THE LIMITED PARTNERSHIP WAS FORMED PRIOR TO JANUARY 1, 2008 AND HAS ELECTED TO BE GOVERNED BY THE UNIFORM LIMITED PARTNERSHIP ACT OF 2008.			
ITEMS 4 THROUGH 14: Complete ONLY the items to be amended or added by this filing. Attach additional pages, if necessary. Any other matters to be included may be made on an attachment to this certificate. Any attachments are incorporated herein by this reference and made part of this certificate.			
ENTITY NAME AS AMENDED (End the name with the words "Limited Partnership" or the abbreviation "L.P.")			
4. NAME OF LIMITED PARTNERSHIP Lincoln Pomona, LP			
PRINCIPAL EXECUTIVE OFFICE ADDRESS or DESIGNATED OFFICE ADDRESS IN CALIFORNIA			
5. ADDRESS		CITY	STATE ZIP CODE
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, complete both items 6 and 7. If the agent is a corporation, complete item 6 and leave item 7 blank.)			
6. NAME OF AGENT FOR SERVICE OF PROCESS			
7. IF AN INDIVIDUAL, ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA		CITY	STATE ZIP CODE
			CA
GENERAL PARTNER INFORMATION (NEW PARTNER, ADDRESS CHANGE, NAME CHANGE, and/or DISSOCIATION)			
8. New Partner	NAME	ADDRESS	CITY STATE ZIP CODE
9. Address Change	NAME	ADDRESS	CITY STATE ZIP CODE
10. Name Change	FROM: TO:	11. General Partner Cessation/Dissociation NAME:	
DISSOLUTION (Item 12 may be checked if the limited partnership is governed by the Uniform Limited Partnership Act of 2008 and has dissolved.)			
12. <input type="checkbox"/> THE LIMITED PARTNERSHIP IS DISSOLVED.			
AUTHORIZED PERSON (Enter the name and address of the person authorized to wind up the affairs of the limited partnership, and if the dissolved limited partnership is governed by the Uniform Limited Partnership Act of 2008, check the box in item 14 to indicate there are no general partners.)			
13. NAME	ADDRESS	CITY	STATE ZIP CODE
14. <input type="checkbox"/> THE LIMITED PARTNERSHIP DOES NOT HAVE A GENERAL PARTNER.			
EXECUTION (This certificate must be signed by all of the general partners unless otherwise provided by law. If additional signature space is necessary, the signatures may be made on an attachment to this certificate.)			
15. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.			
February 26, 2008 DATE			
SIGNATURE OF GENERAL PARTNER		RKJK a Nevada Co. LLC - General Partner Hagop Kofdarali - President of RKJK a Nevada Co. LLC TYPE OR PRINT NAME OF GENERAL PARTNER	
SIGNATURE OF GENERAL PARTNER		TYPE OR PRINT NAME OF GENERAL PARTNER	

RESOLUTION

CHANGE LIMITED PARTNERSHIP NAME

RESOLUTION:

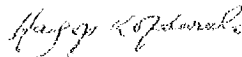
That the limited partnership change its limited partnership name from Agua Mansa Service Station, LP to Lincoln Pomona, LP; and that said change of name be duly filed with the California Secretary of State in accordance with State law and such other governmental agencies as may be required to be notified of or to approve said name change.

The undersigned hereby certifies that he is the duly elected and qualified Managing Member and the custodian of the books and records and seal of Agua Mansa Service Station, LP, a limited partnership duly formed pursuant to the laws of the state of California, and that the foregoing is a true record of a resolution duly adopted at a meeting of the Agua Mansa Service Station, LP and that said meeting was held in accordance with the state law of the above-named limited partnership on February 29, 2008, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed by name as Managing Member and have hereunto affixed the corporate seal of the above-named limited partnership with 29th of February, 2008.

A TRUE RECORD.

ATTEST.



Managing Member