

Contract No.: 2021-074 A1
Approved: _____

***FIRST AMENDMENT
TO
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 20161***

THIS FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (“Amendment No. 1”) is made and entered into this 1st day of July 2025 (“Effective Date”), by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino (“CITY”), and CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation (“SUBDIVIDER”). CITY and SUBDIVIDER are hereinafter referred to individually as “Party” and hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, City and Subdivider, entered into that certain Subdivision Improvement Agreement dated July 21, 2020 (“Agreement”), for the construction and installation of public improvements required as a condition of approval for Tract Map No. 20161; and

WHEREAS, the Agreement was executed to satisfy the requirements established at the time of tentative map approval and was approved by the City Council on July 21, 2020; and

WHEREAS, among the required improvements is the construction of Pine Avenue Stage 3, which involves importing fill material into a portion of the Prado Dam Reservoir Area; and

WHEREAS, to facilitate this work, the City entered into that certain Agreement Regarding Fill Dirt and Release with the Orange County Flood Control District, dated April 22, 2025 (“Fill Dirt Agreement”); and

WHEREAS, the parties now desire to amend the Agreement to clarify that Subdivider shall assume full responsibility for complying with the obligations imposed on the City under the Fill Dirt Agreement in connection with the Pine Avenue Stage 3 Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree to amend the Agreement as follows:

1. **CONTRACT CHANGES.**

a) Amendment to Section 1.12 – Subdivider’s Obligations.

Section 1.12 of the Agreement is hereby amended to include the following additional sentence:

“Subdivider shall comply with all construction-related obligations imposed on the City pursuant to any permits issued by the U.S. Army Corps of Engineers and County of Orange for the construction of the Pine Stage 3 project and shall include that certain Agreement Regarding Fill Dirt and Release between the City and the Orange County Flood Control District, dated April 22, 2025, except for the obligation to pay the sum of \$108,200 required for the issuance of the Orange County Public Works/Public Property Permit.”

b) Amendment to Section 13.2 – No Third-Party Beneficiaries.

The first sentence of Section 13.2 of the Agreement is hereby amended to read in full as follows:

“This Agreement is intended to benefit only the parties hereto and their respective successors and assigns, except as specified in Section 1.12.

2. **WARRANTY RE ABSENCE OF DEFAULTS.** SUBDIVIDER represents and warrants to CITY that, as of the Effective Date of this Amendment No. 1, CITY is not in default of any material term of the Agreement, and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement by the Successor Agency.
3. **CONTINUING EFFECT OF AGREEMENT.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.
4. **COUNTERPARTS.** This Amendment No. 1 may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
5. **AUTHORITY.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, CITY has caused this Amendment No. 1 to be executed in its behalf by its City Manager and duly attested by its City Clerk, and SUBDIVIDER has executed this Amendment No. 1, as of this day and year first above written.

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Fred Galante dated
City Attorney

Hye Jin lee, P.E. dated
Director of Public Works

CHINO PRESERVE DEVELOPMENT
CORPORATION:

By: _____

Name: Bryan Goodman, Authorized Agent

CITY OF CHINO:

Dr. Linda Reich dated
City Manager

ATTEST:

Natalie Gonzaga dated
City Clerk