

Contract No.: 2025163 A1
Approved: _____

**FIRST AMENDMENT
TO
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 20446**

THIS FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (“Amendment No. 1”) is made and entered into this 18th day of February 2025 (“Effective Date”), by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino (“CITY”), and TH THE PRESERVE CHINO LLC, a California corporation (“SUBDIVIDER”). CITY and SUBDIVIDER are hereinafter referred to individually as “Party” and hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, the conditions established during the approval of the tentative map have been satisfied through the execution of the Subdivision Improvement Agreement (“SIA”) for Tract Map No. 20446 with Chino Preserve Development Corporation (“Original Subdivider”) as approved by the City Council on February 6, 2024; and

WHEREAS, following the approval of the SIA, Original Subdivider sold Tract Map No. 20446 to TH The Preserve Chino LLC (whose sole member and manager is Trumark Homes LLC) referred to as SUBDIVIDER; and

WHEREAS, SUBDIVIDER agreed to assume responsibility for completing the remaining improvements initially undertaken by the Original Subdivider necessitating a new SIA and securities as required; and

WHEREAS, SUBDIVIDER submitted updated cost estimates for the outstanding work, allowing the City to reduce Original Subdivider’s bonds accordingly, in alignment with the work completed and the obligations being transferred; and

WHEREAS, CITY entered into a replacement SIA with the SUBDIVIDER on October 1, 2024; and

WHEREAS, under normal circumstances, CITY releases performance and labor/material bonds for a developer upon the establishment of a replacement SIA with a guest builder, while retaining warranty bonds until the City Council formally accepts the public improvements as complete; and

WHEREAS, Original Subdivider has requested the release of its warranty bond; and

WHEREAS, since the public improvements have not been formally accepted by the City Council, SUBDIVIDER agreed to assume warranty obligations thereby necessitating a FIRST AMENDMENT to the replacement SIA and an adjustment of the warranty bond as necessary to reflect the updated coverage; and

WHEREAS, SUBDIVIDER, shall maintain a warranty bond in the amount of \$241,200 for Tract Map No. 20446, based on the total construction cost.

WHEREAS, the Parties wish to amend the Agreement to increase the warranty bond for the full construction amount.

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) Section 4.1(b) of the Agreement is hereby amended and replaced in its entirety with:

Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$241,200 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

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, City Attorney

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

TH THE PRESERVE CHINO LLC:

Dated: _____

By: _____
(Signature)

Name: _____
(Please Print or Type Name)

CITY OF CHINO

Dated: _____

Dr. Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk