

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:

City of Corona
400 South Vicentia Avenue
Corona, California 92882
Attention: City Clerk (PW)

(Space Above For Recorder's Use)
(Exempt from recording fee per Cal. Gov. Code Section 6103)

**THIRD AMENDMENT TO
STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT
BETWEEN
EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION
AND
CITY OF CORONA**

1. PARTIES AND DATE.

This Third Amendment to the Street Light/Traffic Signal Maintenance Agreement (“Third Amendment”) is made and entered into this 01st day of September 2021 (“Effective Date”) by and between the City of Corona, a California municipal corporation (“City”) and the Eagle Glen Master Homeowners Association, a California non-profit mutual benefit corporation (“Association”). City and Association are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Original Agreement. City and Association entered into that certain Street Light/Traffic Signal Maintenance Agreement dated July 5, 1999 and recorded on July 28, 1999 in the Official Records of the County of Riverside as Document No. 1999-336445 (“Original Agreement”), whereby the City agreed to maintain and provide electricity for a total of 562 street lights located within the boundaries of the residential development commonly known as Eagle Glen, as well as the traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road and the traffic signal located at the intersection of Cajalco Road and the I-15 southbound on/off ramps. In exchange, the Association agreed to pay all costs incurred by the City to maintain and provide electricity to such street lights and traffic signals.

2.2 First Amendment. City and Association entered into that certain First Amendment to Street Light/Traffic Signal Maintenance Agreement on or about December 17, 2008 and recorded on December 26, 2008 in the Official Records of the County of Riverside as Document No. 2008-0671623 (“First Amendment”) to remove from the Original Agreement 54

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street lights that are located on private streets and are maintained by the Association and to confirm the City's obligation to provide electricity to certain street lights identified in the First Amendment.

2.3 Second Amendment. City and Association entered into that certain Second Amendment to Street Light/Traffic Signal Maintenance Agreement on or about June 15, 2010 and recorded on July 6, 2010 in the Official Records of the County of Riverside as Document No. 2010-03138554 ("Second Amendment") to reduce the reserve fund, which is held by the City for any emergency work that exceeds the regular budget for the maintenance of the street lights and traffic signals, from 50% to 25%.

2.4 Agreement. For purposes of this Third Amendment, the Original Agreement, the First Amendment and the Second Amendment shall be collectively referred to as the "Agreement."

2.5 Third Amendment. Pursuant to Section 10(c) of the Agreement, the Agreement will terminate and be of no further force and effect if any of the street lights or traffic signals identified in the Agreement are included within a community facilities district. The traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road is now included within and maintained by Community Facilities District No. 2018-1 and Community Facilities District No. 2016-3 and the costs to maintain and provide electricity to such traffic signal is paid from the special taxes collected from the taxable properties included within such community facilities districts. As such, the City and Association desire to amend the Agreement to remove the traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road from the Agreement and to make other clarifying modifications to the Agreement.

2.6 Defined Terms. All terms, phrases and words indicated to be defined terms by initial capitalization in this Third Amendment that are not specifically defined in this Third Amendment shall have the same meaning ascribed to the same term, phrase, or word, respectively, in the Agreement.

3. TERMS.

3.1 Exhibit "A". Exhibit "A" incorporated in the Agreement pursuant to Recital B of the Original Agreement is hereby deleted in its entirety and replaced with Exhibit "A-1" attached hereto and incorporated herein by reference. From and after the Effective Date of this Third Amendment, only the street lights and traffic signals identified and described in Exhibit "A-1" shall be subject to the terms and conditions of the Agreement. The Parties expressly acknowledge and agree that the traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road is not identified or described in Exhibit "A-1" and, as of the Effective Date of this Third Amendment, shall not be subject to the terms and conditions of this Agreement.

3.2 Ownership of Street Lights and Traffic Signals. Notwithstanding anything in the Agreement to the contrary, the Parties expressly acknowledge and agree that the City owns the traffic signal located at the intersection of Eagle Glen Parkway and Bedford Canyon Road, as

well as the Traffic Signals that are identified and described in Exhibit “A-1,” and the Association owns the Street Lights that are identified and described in Exhibit “A-1.” The Association’s obligation to pay for the maintenance and electricity provided to the Traffic Signals and Street Lights was a condition of approval for the Eagle Glen development and is required by the Master Declaration, as defined in Exhibit “A” of the Original Agreement.

3.3 Traffic Signal at Cajalco Road and I-15 Southbound Ramps. Notwithstanding anything in the Agreement to the contrary, the Parties expressly acknowledge and agree that the Association is responsible for fifty percent (50%) of the total costs, including any reserves, to maintain and provide electricity for the traffic signal located at the intersection of Cajalco Road and the I-15 southbound on/off ramps.

3.4 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the Effective Date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.6 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING TWO (2) PAGES]

CITY'S SIGNATURE PAGE FOR
THIRD AMENDMENT TO
STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT
BETWEEN
EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION
AND
CITY OF CORONA

CITY OF CORONA,
a California municipal corporation

By: _____
Jacob Ellis
City Manager

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

ASSOCIATION'S SIGNATURE PAGE FOR
THIRD AMENDMENT TO
STREET LIGHT/TRAFFIC SIGNAL MAINTENANCE AGREEMENT
BETWEEN
EAGLE GLEN MASTER HOMEOWNERS ASSOCIATION
AND
CITY OF CORONA

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

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT A-1

DESCRIPTION OF STREET LIGHTS AND TRAFFIC SIGNALS

[SEE ATTACHED 1 PAGE]

