



LARRY WALKER
Auditor/Controller – Recorder

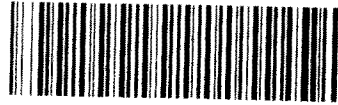
R Regular Mail

Recording requested by
and when recorded mail to:

City Clerk
City of Redlands
P. O. Box 3005
Redlands, CA 92373

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

Doc#: 2006 – 0622405



Titles:	1	Pages:	7
Fees			0.00
Taxes			0.00
Other			0.00
PAID			\$0.00

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 16th day of May, 2006, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("CITY"), Metropolitan Water District of Southern California ("MWD"), and the County of San Bernardino ("COUNTY") who are sometimes individually referred to herein as a "Party," and collectively, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, the CITY (1) has the authority pursuant to Government Code Sections 65300 and 65301 to include in its General Plan property outside its boundaries which is in the CITY's sphere of influence or which in the CITY's judgment bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code Section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to the CITY; and

WHEREAS, MWD has provided evidence, satisfactory to the CITY, that MWD is the fee owner of the property underlying the proposed project referred to as the Mentone Senior Center and public library (the "Mentone Senior Center"), in the County of San Bernardino, and which is more particularly described in Exhibit "A," attached hereto and is located in an unincorporated area within the CITY's sphere of influence (the "Property"); and

WHEREAS, the COUNTY, as lessee of the Property, proposes to construct, own, operate, and maintain the Mentone Senior Center (the "Project") on the Property; and

WHEREAS, Government Code Section 56133 authorizes the CITY to provide new or extended services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize the CITY to provide such services within the CITY's sphere of influence in anticipation of a later change of organization; and

WHEREAS, the CITY's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of CITY utility services to development located within the CITY's sphere of influence and require, among other things, the owner of the property to be served to enter into an agreement and record the same in the official records of the County requiring the owner to annex the Property to the CITY upon certain conditions; and

WHEREAS, the CITY has prepared a General Plan for the unincorporated area in which the Property is located to provide for the orderly planning of such area and has determined that, upon the Effective Date of this Agreement, the Property is consistent with the goals and policies of the CITY's General Plan and the development standards of the Redlands Municipal Code; and

WHEREAS, it is the policy and goal of the CITY to discourage and not facilitate development in the CITY's sphere of influence which is unwilling and/or fails to comply with the CITY's General Plan and the CITY's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration for the CITY's agreement to extend utility services outside its jurisdictional boundaries to the Property, MWD and COUNTY have entered into this Agreement to provide assurances to the CITY that development of the Property will occur in accordance with the terms of this Agreement, and that the Property shall be annexed to the CITY in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY, MWD, and COUNTY agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.
2. Provision of Utility Services. The CITY agrees to provide utility services to the Property consistent with the terms and conditions of this Agreement, provided that the Project complies with all rules and regulations of the CITY governing the extension and provision of utility services to properties located outside the CITY's boundaries at the time a request by COUNTY for application for a water and sewer connection is approved by the City's Municipal Utilities Department. Nothing herein represents a commitment by the CITY to provide such services unless and until COUNTY complies with all such rules and regulations. COUNTY agrees to pay, as a condition of approval of an application for water connection and prior to receiving any services, the full cost of such services as established by the CITY for the extension of utility services to the property.
3. Agreement to Develop Property. In consideration of the CITY's agreement to provide CITY water and sewer services to the Property, COUNTY shall develop the Property as the Mentone Senior Center in substantial conformance with the plans, drawings, and specifications attached to this Agreement.

4. Agreement to Annex. In consideration of the CITY's agreement to provide CITY water and sewer services to the Property, MWD hereby irrevocably consents to annexation of the Property to CITY and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith cooperate with CITY, to cause the annexation of the Property to the CITY. "Annexation" means the procedure for a change of organization or reorganization set forth in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code sections 56000 *et seq.*). MWD and the CITY agree that in the event CITY initiates an annexation of the Property, the CITY shall be responsible for the costs of such annexation. In all other instances where the annexation of the Property is proposed to the CITY, COUNTY shall be responsible for such costs and pay all such costs directly to the CITY.

5. Recordation. By entering into this Agreement, MWD, COUNTY, and the CITY acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs and executors of MWD and COUNTY shall have actual and constructive notice of MWD's and COUNTY's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof, shall be recorded in the official records of the County of San Bernardino. COUNTY further agrees that CITY shall, at the sole cost of COUNTY, have the right to cause the recordation of this Agreement.

6. Breach/Failure to Annex In the event MWD or COUNTY fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any of their obligations or representations under this Agreement, the CITY shall have the right to, without any liability whatsoever, cease the provision of CITY utility services to the Property. This right shall be in addition to any other legal or equitable relief available to the CITY.

7. Not a Partnership. The Parties specifically acknowledge that the Project is a COUNTY development, that no Party is acting as the agent of any other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint-venture or other association of any kind is formed by this Agreement. The only relationship between the CITY and MWD and COUNTY is that of governmental entities agreeing to certain conditions and terms for the provision of water and sewer service to the Property.

8. Indemnity and Cost of Litigation.

a. Hold Harmless - Project. COUNTY shall hold the CITY, its elected officials, officers, agents and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the operations, errors, or omissions of COUNTY or those of its contractors, subcontractors, agents, employees or any other persons acting in COUNTY's behalf which relate to the Project. COUNTY shall defend, indemnify and hold harmless the CITY and MWD, their elected officials, officers, agents, employees and representatives from all actions for damages caused or alleged to have been caused by reason of COUNTY's acts, errors or omissions in connection with the Project. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of COUNTY or its representatives' acts, errors or omissions regardless of whether or not the CITY or MWD supplied, prepared or approved plans or specifications relating to the

Project and regardless of whether or not any insurance policies of COUNTY relating to the Project are applicable.

b. Third Party Litigation Concerning Agreement. COUNTY shall defend, at its expense, including attorneys' fees, indemnify and hold harmless the CITY and MWD, their elected officials, officers, agents and employees from any claim, action or proceeding against any of them to attack, set aside, void or annul the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. The CITY and MWD may, in their sole discretion, participate in the defense of any such claim, action or proceeding.

c. Project Costs Indemnification. In addition to the COUNTY's assumption of costs in other portions of this Agreement, the COUNTY agrees to indemnify and hold harmless MWD, its elected officials, officers, agents and employees from any and all current and future risks and costs arising out of the annexation of the Property, including CITY taxes, fees, or assessments, and for any claim against the CITY that MWD may have waived under Paragraph 14, Waiver and Release.

9. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

11. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for in-house counsel of the Parties at rates prevailing in San Bernardino County, California.

12. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the successors in interest of the Parties hereto.

13. Authority to Execute. The person or persons executing this Agreement in behalf of CITY, MWD and COUNTY warrant and represent that they have the authority to execute this Agreement.

14. Waiver and Release. MWD and COUNTY hereby waive and release any and all claims they may have against CITY, its elected officials, officers, employees and agents with respect to any CITY action or omission relating to the Project undertaken prior to the execution of this Agreement, and CITY's entry into and execution of this Agreement. MWD and COUNTY make such waiver and release with full knowledge of Civil Code Section 1542, and hereby waive any and all rights thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

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

15. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents an "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions and effect of this Agreement.

16. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

17. Effective Date of this Agreement. This Agreement shall become effective only upon the approval, and as of the effective date, of the City of Redlands General Plan Amendment No. 109.

CITY OF REDLANDS

By: Jon Harrison

Jon Harrison, Mayor

Date Executed: May 16, 2006

ATTEST:

Joie Ogden
City Clerk

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

By: Jill T. Wicke

Jill T. Wicke

Group Manager, Real Property
Development and Management

Date Executed: April 6, 2006

Approved as to Legal Form:

Sydney B. Bennion, Interim General Counsel
Metropolitan Water District of Southern California

By: Catherine M. Stites

Catherine M. Stites, Deputy General Counsel

COUNTY OF SAN BERNARDINO

By: Paul Biane

~~Paul Biane, Chairman~~
PAUL BIANE, Vice-
Chairman,
Board of Supervisors

Date Executed: APR 18 2006

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD

Dena Smith, Clerk of the Board
of Supervisors

By: Dena Smith

Deputy

Date Executed: APR 18 2006

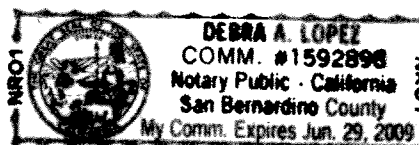
Approved as to Legal Form:

Ronald D. Reitz, County Counsel

By: Rex Hinesley

Rex Hinesley, Chief Deputy
County Counsel

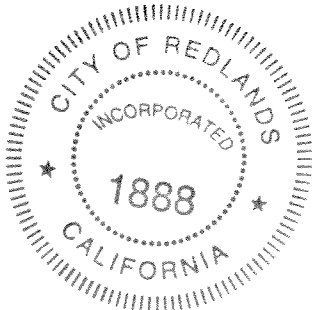
Date Executed: April 12, 2006



ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on May 16, 2006, before me, Teresa Ballinger, Assistant City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Jon Harrison and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK

By: Teresa Ballinger
Teresa Ballinger, Assistant City Clerk
(909)798-7531

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**CAPACITY CLAIMED BY SIGNER(S)**

{ } **Individual(s) signing for oneself/themselves**

{ } **Corporate Officer(s)**

Title(s) \_\_\_\_\_

Company \_\_\_\_\_

{ } **Partner(s)**

Partnership \_\_\_\_\_

{ } **Attorney-In-Fact**

Principal(s) \_\_\_\_\_

{ } **Trustee(s)**

Trust \_\_\_\_\_

{ x } **Other**

Title(s): Mayor and City Clerk

Entity Represented: City of Redlands, a municipal corporation

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THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Title or Type of Document: Agreement for Annexation and Provision For City Utility Services Date
of Document: May 16, 2006
Signer(s) Other Than Named Above: Jill T. Wicke, Group Manager, The Metropolitan Water
District of Southern California; Paul Biane Vice-Chairman of Board of Supervisors, County of San
Bernardino

EXHIBIT "A"

That certain parcel of land lying within Section 19, Township 1 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, more particularly described as follows:

Beginning at a 1" iron pipe tagged L.S. 6422, as shown on Amended Record of Survey, filed in Book 102, Pages 91-97, inclusive, of Record of Surveys, in the office of the County Recorder of said county, said 1" iron pipe marking the intersection of the northerly line of the 300 foot strip of land labeled "INFED1-27-102" with the westerly line of Opal Avenue, as shown on said Amended Record of Survey;

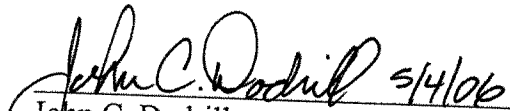
Thence southerly along said westerly line of Opal Avenue, also being the easterly line of said 300 foot strip, South 00° 22' 39" West, a distance of 1240.55 feet, more or less, to a point on the northerly line of that certain permanent easement granted to the State of California by document recorded August 25, 2000, as Document No. 2000-0307324, O.R.;

Thence leaving said westerly line of Opal Avenue and said easterly line of said 300 foot strip, along the northerly line of said permanent easement, also being a line parallel to and 10 feet northerly, measured at right angles, of the northerly line of Mentone Boulevard as shown on said Amended Record of Survey, North 89° 23' 09" West, a distance of 300.00 feet, more or less, to a point on the westerly line of said 300 foot strip, as shown on said Amended Record of Survey;

Thence leaving said northerly line and along said westerly line, North 00° 22' 39" East, a distance of 1239.31 feet, more or less, to the northwesterly corner of said 300 foot strip, as shown on said Amended Record of Survey;

Thence along the northerly line of said 300 foot strip, South 89° 37' 21" East, a distance of 300.00 feet to the Point of Beginning.

Containing 8.54 Acres, more or less.


John C. Dodrill 5/4/06
Deputy County Surveyor Dated
PLS 7806 Expires 12-31-2007

