

A G R E E M E N T

This Agreement between the San Bernardino Valley College, hereinafter referred to as College, and the City of Redlands, hereinafter referred to as City, is for the purpose of providing water and sewer service from the City of Redlands to the new Crafton Hills College site, located northeast of Sand Canyon Road and Yucaipa Boulevard. Said Crafton Hills College site is more particularly described in Exhibit "A" attached hereto and made a part of this agreement.

SEWER SERVICE

WHEREAS the College desires to connect their new Crafton Hills facility to the domestic sewer system of the City of Redlands.

WHEREAS the City of Redlands is willing to provide said service in accordance with the applicable rules and ordinances governing sewer service.

NOW THEREFORE the College agrees to design and construct the sewer facilities shown on Exhibit "B" and more particularly described as follows: The 12-inch sewer line will connect to the existing city sanitary sewer line at the intersection of Citrus Avenue and Lincoln Street, and proceed easterly along Citrus Avenue with a 12-inch sewer line to the intersection with Crafton Avenue. A 10-inch sewer line will be installed in Crafton Avenue from Citrus Avenue to Fifth Avenue. An 8-inch sewer line will be installed easterly along Sand Canyon Road from the intersection of Fifth Avenue and Crafton Avenue to the College site.

The City agrees to pay the College upon completion of this project for the difference in the cost of material between an 8-inch sewer line and 12-inch line installed in Citrus Avenue and the difference in material between an 8-inch line and the 10-inch line installed in Crafton Avenue. The City will pay the College five-sixths ($5/6$) of the frontage charges or such other amount as may, from time to time, be agreed upon by the respective parties hereto, that may be collected from developers that connect to the sewer and build on property having frontage on the sewer line constructed by the College. Said reimbursement will be made for a 10 year period and shall be in accordance with the ordinances and policies in effect at the time of connection to the system.

The College agrees to construct this facility in accordance with the standard specifications of the City of Redlands and the College or its agent will be responsible for securing all necessary permits and making all street repairs occasioned by the construction of this facility. The College further agrees to indemnify the City of Redlands against any and all liabilities resulting from the construction work occasioned by installing said sewer lines.

WATER SERVICE

WHEREAS the College desires to connect their new Crafton Hills facility to the domestic water system of the City of Redlands.

WHEREAS the City of Redlands is willing to provide said service in accordance with the applicable rules and ordinances governing water service.

NOW THEREFORE the College and the City agrees to pay for the design and construction of the water facilities described as follows:

1. A pumping station to be known as Plant "A" is to be built at the city owned property known as the "Fifth Avenue Reservoir Site". The plant is to be designed and built by the City of Redlands at no expense to the College. This plant is to be capable of boosting water to the 2,340 foot level with a normal capacity of 500 gallons per minute and a standby capability of an additional 1500 gallons per minute with provisions for a third future pump.

2. The sites for the two million gallon reservoir and pumping plant shown on the Valley Architect's plan titled "Study of Maintenance Area" shall be deeded in fee to the City, together with adequate easements for access and maintenance. This site is to have a nominal elevation of 2,314 feet and is to be 150 feet in diameter. The access road is to be 15 feet wide and the grade not to exceed 13 percent. This site is to be known as the 2,340 foot site.

3. A one million gallon steel water storage reservoir is to be built to specifications to be furnished by the City. The location to be determined by the College. This reservoir is to have a high water level of 2,590 feet with the bottom of the tank to be above the elevation of 2,560 feet. An access road 15 feet wide to the site and surrounding the tank shall be provided by the College. All construction costs are to be paid by the College. Upon completion, the College will provide the City with a tabulation of bids and expenses incurred for the construction of the foundation and tank exclusive of all grading. Commencing July 1, 1969, the City will

reimburse the College for these expenses at the rate of 10 percent per year. No interest is to be included in the reimbursement. It is understood that in the event any additional expenses are incurred as a result of ornamentation of aesthetic improvement over and above the basic design prepared by the City, none of these expenses are to be reimbursed. This tank is to be known as the 2,590 foot tank. Upon completion to the satisfaction of the City, this reservoir shall become the property of the City. The College shall deed the site to the City together with access easement.

4. A pumping station to be known as Plant "B" is to be built by the College to designs and specifications to be furnished by the City. Machinery will be furnished by the City for installation by the College. Machinery will consist of pumps and driving engines or motors on bases, switchgear, controls and appurtenant equipment. College will reimburse City for said pumping equipment within 30 days after the City has incurred an expense and has billed the College. The location of this plant is to be as close as practicable to the 2,340 foot site. This plant is to be capable of boosting water from the 2,340 foot level to the 2,590 foot level with a normal capacity of 500 gallons per minute and a standby capacity of an additional 1500 gallons per minute with provisions for a third future pump. All costs for the construction and equipping of this plant are to be paid by the College. Upon completion, the College will provide the City with a tabulation of bids and expenses incurred. Commencing July 1, 1969, the City will reimburse the College for these expenses

at the rate of 10 percent per year. No interest is to be included in the reimbursement. Upon completion to the satisfaction of the City, this plant shall become the property of the City. The College shall deed this site to the City including access easements and parking space measuring 25 feet by 25 feet.

5. A water main is to be installed from Pumping Plant "A" to the 2,340 foot reservoir site. The City will design this line and prepare the plans and specifications. The work will be done under contract. The City will administer the contract and inspect the construction. The City agrees to indemnify the College against any or all liability resulting from construction work occasioned by the construction of said water main. The City may require bidders to submit prices for various size pipes. The College will reimburse the City in the amount of the lowest qualified bidder for 16-inch pipe installed on a per foot basis, less \$2.50 per foot which the City will pay. If a larger size than 16-inch should be used, all additional expense shall be borne by the City. Construction of that portion of this line that lies within the College site will commence when the alignment has been graded by the College to rough finished grade. The College will reimburse the City within 30 days after the City has incurred an expense and has billed the College. The City will pay the College five-sixths ($5/6$) of the frontage charges or such other amount as may, from time to time, be agreed upon by the respective parties hereto, that may be collected from developers that connect to the water line and build on property having frontage

on the water line constructed by the College. Said reimbursement will be made for a 10 year period and shall be in accordance with the ordinances and policies in effect at the time of connection to the system.

6. A water main is to be installed from Pumping Plant "B" to the 2,590 foot reservoir. The City will design this line and prepare the plans and specifications. The work will be done under contract. The City will administer the contract and inspect the construction. The College will reimburse the City for the entire cost of this line. It will be 14-inch pipe throughout its length. Construction of this line will commence when the alignment of pipe has been graded by the College to a rough finished grade. The College will reimburse the City within 30 days after the City has incurred an expense and has billed the College.

7. In consideration for the City providing the water to be used within the College site, the College will sell to the City, at \$100.00 per share, 20 shares of Western Heights Water Company stock within 90 days after the execution of this agreement.

The College will provide suitable easements for all pipelines not installed in dedicated right-of-way or on property to be deeded to the City.

CITY OF REDLANDS

By:

Walter F. Brough
Mayor, City of Redlands

ATTEST:

Eggie A. Masley
City Clerk

DATE:

11/7/68

SAN BERNARDINO VALLEY COLLEGE

By:

J. E. Eelerman
President, Board of Trustees
~~Associate Superintendent~~

Secretary, Board of Trustees

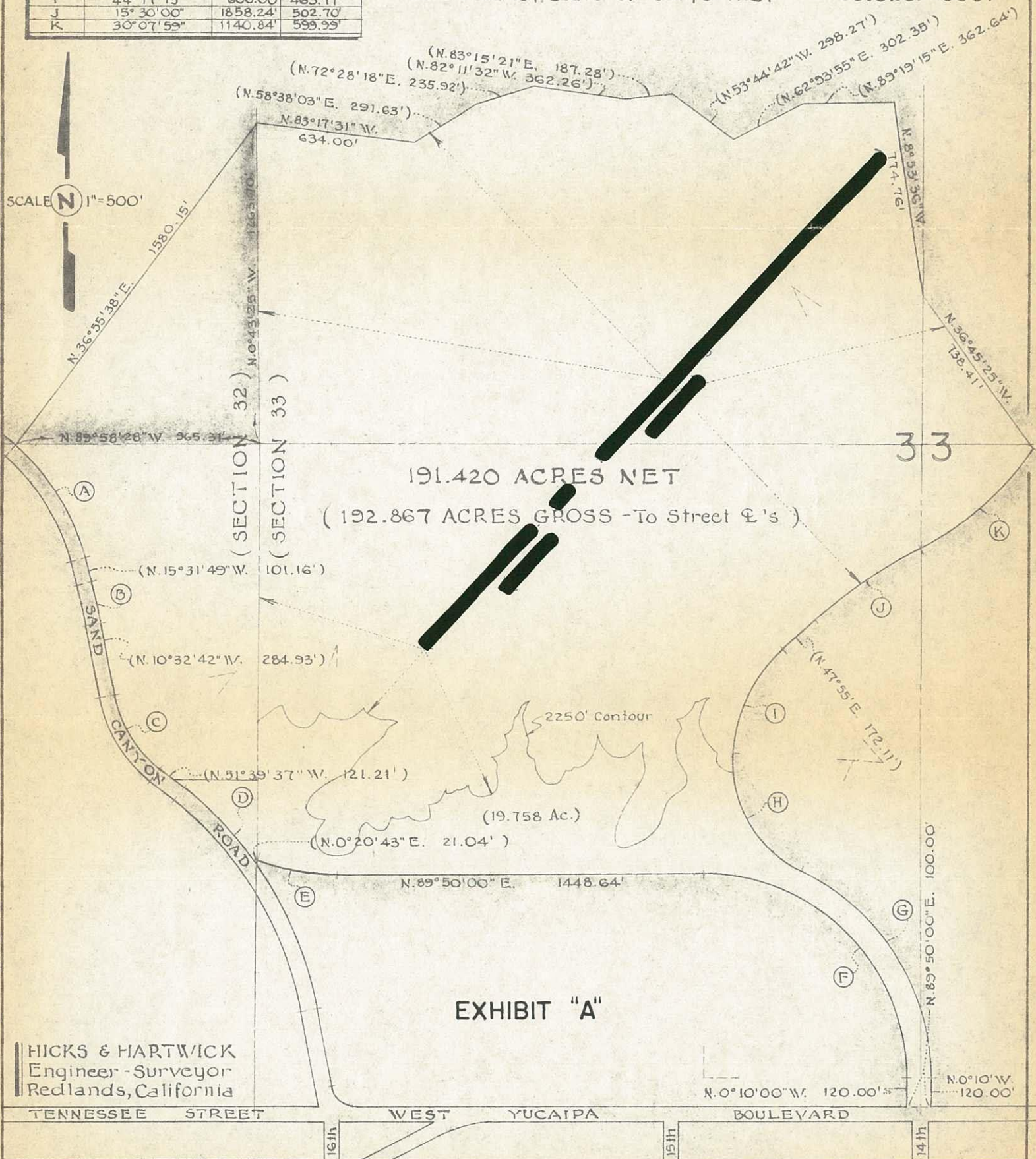
DATE:

11-8-68

TABLE OF CURVE DATA			
REF.	Δ	RADIUS	LENGTH
A	34°46'33"	911.90'	553.48'
B	4°59'07"	1940.00'	168.80'
C	41°06'55"	448.30'	321.70'
D	16°12'39"	1462.70'	413.85'
E	21°42'09"	900.00'	340.90'
F	90°00'00"	800.00'	1256.64'
G	64°38'51"	900.00'	1015.51'
H	68°26'44"	475.24'	542.84'
I	44°17'13"	600.00'	463.77'
J	15°30'00"	1858.24'	502.70'
K	30°07'59"	1140.84'	599.99'

PLAT SHOWING PROPERTY TO BE ACQUIRED BY THE SAN BERNARDINO VALLEY COLLEGE EAST CAMPUS

Being Portions of Sections 32 & 33, T1S, R2W, S.B.B&M.
According to Government Survey, in the County of San
Bernardino, State of California. October 1966.



Title Insurance and Trust Company

340 FOURTH STREET SAN BERNARDINO
TELEPHONE 885-9975

November 2, 1966

. Hicks and Hartwick
. 37 E. Olive Avenue
. Redlands, California

IMPORTANT
When replying refer to
Our No. 559542-RLD

Your No. S.B.V.C.

The following is a report of the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy. In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain conditions and stipulations and also exceptions from its coverage as may be required by the particular form of policy issued.

Dated as of October 25, 1966 at 7:30 a.m.

ROBERT L. DAVIS

Title Officer

Vestee:

FINKELSTEIN FOUNDATION, a corporation

Exceptions:

1. General and special taxes for the fiscal year 1966-67, now a lien but not yet payable.

2. An easement affecting all of said land for the purposes stated herein, and incidental purposes,

In Favor Of: Southern California Edison Company, a corporation

For : pole line

Recorded : October 22, 1947 in Book 2085, page 212, Official Records.

3. Rights and rights of way as reserved in the Deed from South Mountain Water Company, a corporation, to L & R Cattle Co., a partnership, dated October 19, 1951 and recorded October 22, 1951 in book 2840, page 572 of Official Records, as follows:

" - - - - 2. The perpetual right and easement to maintain and operate and from time to time inspect, repair, replace, enlarge and alter that certain water pipe line (hereinafter called "South Mountain pipe line") the location of which is particularly described below, and also those two certain pipe lines which connect with the South Mountain pipe line from the South on said Section 33, together with the right to have the area within five feet on either side of the center line of each of said pipe lines be and remain free of any buildings and improvements, and no building or improvement shall be built or constructed over any of said pipe lines or within

five feet of the center line thereof; provided that the term buildings and improvements" shall not be deemed to include roadways, curbs or pipe lines but in the event of the installation by the Cattle Co., of any roadway or curb above or across, or any pipe line in the vicinity of said South Mountain pipe line or either of said two other pipe lines said South Mountain pipe line and said two other pipe lines shall be protected by the Cattle Co., from any injury or damage by reason of such installation or the use or operation of any such road or pipe line.

"3. The right and easement, (hereinafter called "new easement") in the event that Yucaipa Boulevard shall be widened or relocated, to relocate said South Mountain pipe line or any portion or portions thereof at one time or different times but not later than one year after completion of such highway, widening or relocation, within a ten foot strip of land lying North of and adjoining said Yucaipa Boulevard as so relocated or widened and to extend said other two pipe lines to connect with said South Mountain pipe line as so relocated and to operate, and maintain and from time to time repair, replace, inspect, alter and enlarge said pipe lines and in like manner to have the ground above and within five feet of the center line of each of said pipe lines remain free of any building or improvement. Upon completion of any such pipe line relocation the easement over the former location of the pipe line or portion thereof so relocated shall cease. The new easement shall be subject to the provisions and conditions set forth in paragraph 2 hereof.

"The location of the center line of the South Mountain pipe line is in part more particularly described as follows:

"BEGINNING at a point on the South line of said Section 33, in the center line of Yucaipa Blvd. (formerly Redlands Blvd.) which is North 89°50' East 230.80 feet from its intersection with the center line of 14th street (formerly Avenue "J") as shown on Map No. 2 of a Part of Dunlap Range, which is recorded in book 20 of Maps, page 47 records of said county; thence North 31°06' West 187.93 feet; thence on a 175 foot radius curve, concave to the South, through a central angle of 76°40' a distance of 234.17 feet; thence South 72°14' West 35 feet; thence on a 200 foot radius curve concave to the North, through a central angle of 22°25' a distance of 78.25 feet; thence North 85°21' West 185.37 feet; thence South 84°46' West 203.00 feet; thence South 75°50' West 168.92 feet; thence on a 125 foot radius curve concave to the North, through a central angle of 33°58' a distance of 74.10 feet; thence North 70°12' West 26.70 feet; thence on a 140 foot radius curve concave to the South, through a central angle of 32°44' a distance of 79.98 feet; thence South 77°04' West 258.33 feet to a point which is South 89°50' West 170 feet and North 136.06 feet from the intersection of aforesaid center line of Yucaipa Blvd., with the center line of 15th Street (formerly Avenue., "K") as shown on said Map No. 2 of Dunlap Ranch.

"The balance of said pipe line across said Section 33 lies within 100 feet of the South boundary line of said section."

4. A right of way for the maintenance and operation of the pipe lines and water distribution system of the Pear Valley Mutual Water Company, extending across a portion of said Section 33, near the Northwest corner thereof and also near the Southwest corner of said Section; pipe lines near the Southwest corner of said Section are said to be located within the Sand Canyon Road, so called.

DESCRIPTION

Parcel No. 1:

That portion of the Southwest 1/4 of Section 33, Township 1 South, Range 2 West, SAN BERNARDINO MERIDIAN, in the county of San Bernardino, state of California, according to the official plat thereof.

COMMENCING at the center line intersection of Yucaipa Boulevard and the centerline of 14th Street (formerly Avenue J) as shown by Tract No. 3134, recorded in book 42 of Maps, page 37, Official Records of San Bernardino County; thence South $89^{\circ}50'00''$ West along the centerline of Yucaipa Boulevard, 50.00 feet; thence North $0^{\circ}10'00''$ West 30.00 feet to a point on the North right of way line of said Yucaipa Boulevard; thence North $89^{\circ}50'00''$ East along the North line of said Yucaipa Boulevard, 100.00 feet; thence North $0^{\circ}10'00''$ West, 120.00 feet to a tangent curve; thence curving to the left with a radius of 900.00 feet through a central angle of $22^{\circ}53'08''$, an arc distance of 359.49 feet to the True Point of Beginning; said point of beginning lies on the South line of that certain parcel of land conveyed to Finkelstein Foundation by deed recorded December 30, 1953 in book 3302, page 289, Official Records of said County; thence continuing along said curve with a radius of 900.00 feet through a central angle of $41^{\circ}45'49''$, an arc distance of 656.02 feet to a point of reverse curve; thence curving to the right with a radius of 475.24 feet through a central angle of $68^{\circ}26'44''$, an arc distance of 542.34 feet to a point of compound curve; thence curving to the right with a radius of 600.00 feet through a central angle of $39^{\circ}22'01''$, an arc distance of 412.25 feet to a point on the North line of that certain parcel of land conveyed to the Finkelstein Foundation by deed recorded December 24, 1959 in book 5013, page 37, Official Records of said County; thence South $89^{\circ}50'00''$ West along the North line of the aforesaid parcel, 1525.27 feet to the Northwest corner thereof; thence South $0^{\circ}10'00''$ East along the West line of the aforesaid parcel and the West line of that certain parcel of land conveyed to the Finkelstein Foundation by deed recorded January 2, 1959 in book 4693, page 102, Official Records of said County; 845.00 feet; thence North $89^{\circ}50'00''$ East 1249.61 feet to a tangent curve; thence curving to the right with a radius of 800.00 feet through a central angle of $64^{\circ}03'19''$, an arc distance of 894.38 feet to a point on the South line of the aforesaid parcel; thence North $89^{\circ}50'00''$ East along said South line, 109.78 feet to the point of beginning.

(continued)

Parcel No. 2:

That portion of the East 1/2 of Section 33, Township 1 South, Range 2 West, SAN BERNARDINO MERIDIAN, in the county of San Bernardino, state of California, according to the official plat thereof, described as follows:

COMMENCING at the intersection of the Northeasterly right of way line of San Canyon Road and the West line of Section 33; thence North $0^{\circ}20'43''$ East along the West line of said Section 33, 21.04 feet; thence curving to the left from an initial tangent that bears South $68^{\circ}27'51''$ East with a radius of 900.00 feet through a central angle of $21^{\circ}42'09''$, an arc distance of 340.90 feet; thence North $99^{\circ}50'03''$ East 199.03 feet to a point on the West line of that certain parcel of land conveyed to the Finkelstein Foundation by deed recorded January 2, 1959 in book 4693, page 102, Official Records of said County; thence North $0^{\circ}10'00''$ West along the West line of the aforesaid parcel and along the West line of that certain parcel of land conveyed to the Finkelstein Foundation by deed recorded December 24, 1959 in book 5018, page 37, Official Records of said County, 845.00 feet; thence North $89^{\circ}50'00''$ East along the North line of the aforesaid parcel, 1525.27 feet to a point on a curve; thence curving to the right from an initial tangent that bears North $42^{\circ}59'48''$ East with a radius of 600.00 feet through a central angle of $4^{\circ}55'12''$, an arc distance of 51.52 feet; thence North $47^{\circ}55'00''$ East 172.11 feet to a tangent curve; thence curving to the right with a radius of 1858.24 feet through a central angle of $15^{\circ}30'00''$ an arc distance of 502.70 feet to a point of reverse curve; thence curving to the left with a radius of 1140.84 feet through a central angle of $0^{\circ}4'40''$, an arc distance of 1.55 feet to the True Point of Beginning, said point lying on the West line of that certain parcel of land conveyed to the Finkelstein Foundation by deed recorded December 26, 1962 in book 5824, page 409, Official Records of said County; thence continuing along said curve to the left with a radius of 1140.84 feet through a central angle of $30^{\circ}03'19''$, an arc distance of 598.44 feet; thence North $36^{\circ}45'25''$ West 738.41 feet to a point on the West line of the aforesaid parcel; thence South $0^{\circ}0'18''$ East along the West line of the aforesaid parcel, 985.07 feet to the point of beginning.

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ADDITIONAL TAX INFORMATION

General and special taxes for the fiscal year 1966-67

Code Area 11826, Book 299, Page 321, Line 03.

Total Amount : \$211.80

First Installment : \$105.90

Second Installment : \$105.90

Affects a portion of Parcel No. 1 with other property.

M

ok for starter Davis

Affects a portion of Parcel No. 2 with other property:

Code Area 11826, Book 299, Page 321, Line 38.

Total Amount : \$39.36

First Installment : \$19.68

Second Installment : \$19.68

Affects the remainder of Parcel No. 2 with other property:

Code Area 11826, Book 299, Page 321, Line 39.

Total Amount : \$128.36

First Installment : \$ 64.18

Second Installment : \$ 64.18

Affects a portion of parcel No. 1 with other property:

Code Area 11826, Book 299, Page 321, Line 07.

Total Amount : \$236.22

First Installment : \$118.11

Second Installment : \$118.11

Affects the remainder of Parcel No. 1 with other property:

Code Area 11826, Book 299, Page 321, Line 08.

Total Amount : \$148.02

First Installment : \$ 74.01

Second Installment : \$ 74.01

LEGAL DESCRIPTION FOR SAN BERNARDINO VALLEY COLLEGE

ENTIRE PARCEL

That portion of Section 32 and 33, Township 1 South, Range 2 West, San Bernardino Base and Meridian, according to Government Survey, described as follows:

BEGINNING at the intersection of the Northeasterly right of way line of Sand Canyon Road and the North line of the Southeast $\frac{1}{4}$ of said Section 32, said point being North $89^{\circ} 58' 28''$ West 965.31 feet from the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 32; thence curving to the right from an initial tangent that bears South $50^{\circ} 18' 22''$ East with a radius of 911.90 feet through a central angle of $34^{\circ} 46' 33''$, an arc distance of 553.48 feet along said Northeasterly right of way line of Sand Canyon Road; thence continuing along said Northeasterly right of way, South $15^{\circ} 31' 49''$ East 101.16 feet to a tangent curve; thence curving to the right with a radius of 1940.00 feet through a central angle of $4^{\circ} 59' 07''$, an arc distance of 168.80 feet; thence South $10^{\circ} 32' 42''$ East 284.93 feet to a tangent curve; thence curving to the left with a radius of 448.30 feet through a central angle of $41^{\circ} 06' 55''$, an arc distance of 321.70 feet; thence South $51^{\circ} 39' 37''$ East 121.21 feet to a tangent curve; thence curving to the right with a radius of 1452.70 feet through a central angle of $16^{\circ} 12' 39''$, an arc distance of 413.85 feet to a point on the East line of said Southeast $\frac{1}{4}$ of Section 32; thence leaving said Northeasterly right of way line of Sand Canyon Road, North $0^{\circ} 20' 43''$ East along the East line of said Southeast $\frac{1}{4}$ of Section 32, 21.04 feet; thence curving to the left from an initial tangent that bears South $68^{\circ} 27' 51''$ East with a radius of 900.00 feet through a central angle of $21^{\circ} 42' 09''$, an arc distance of 340.90 feet; thence North $89^{\circ} 50' 00''$ East 1440.64 feet to a tangent curve; thence curving to the right with a radius of 800.00 feet through a central angle of $90^{\circ} 00' 00''$, an arc distance of 1256.64 feet; thence South $0^{\circ} 10' 00''$ East 120.00 feet to a point on the North line of Yucaipa Boulevard, said point being South $89^{\circ} 50' 00''$ West 50.00 feet and North $0^{\circ} 10' 00''$ West 30.00 feet from the centerline intersection of Yucaipa Boulevard and 14th Street; thence North $89^{\circ} 50' 00''$ East along the North right of way line of said Yucaipa Boulevard, 100.00 feet; thence North $0^{\circ} 10' 00''$ West 120.00 feet to a tangent curve; thence curving to the left with a radius of 900.00 feet through a central angle of $64^{\circ} 38' 57''$, an arc distance of 1015.51 feet to a point of reverse curve; thence curving to the right with a radius of 475.24 feet through a central angle of $68^{\circ} 26' 44''$, an arc distance of 542.84 feet to a point of compound curve; thence curving to the right with a radius of 600.00 feet through a central angle of $44^{\circ} 17' 13''$, an arc distance of 463.77 feet; thence North $47^{\circ} 55' 00''$ East 172.11 feet to a tangent curve; thence curving to the right with a radius of 1858.24 feet through a central angle of $15^{\circ} 30' 00''$, an arc distance of 502.70 feet to a point of reverse curve; thence curving to the left with a radius of

1140.84 feet through a central angle of $30^{\circ} 07' 59''$, an arc distance of 599.99 feet; thence North $36^{\circ} 45' 25''$ West 738.41 feet; thence North $8^{\circ} 53' 36''$ West 774.76 feet; thence South $89^{\circ} 19' 15''$ West 362.64 feet; thence South $62^{\circ} 53' 55''$ West 302.35 feet; thence North $53^{\circ} 44' 42''$ West 298.27 feet; thence South $83^{\circ} 15' 21''$ West 187.28 feet; thence North $82^{\circ} 11' 32''$ West 362.26 feet; thence South $72^{\circ} 28' 18''$ West 235.92 feet; thence South $58^{\circ} 38' 03''$ West 291.63 feet; thence North $83^{\circ} 17' 31''$ West 634.00 feet to a point on the West line of said Section 33, said point being North $0^{\circ} 43' 25''$ West 1263.70 feet from the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 33; thence South $36^{\circ} 55' 38''$ West 1580.15 feet to the point of beginning.

CONTAINING 205.422 acres, net

AND CONTAINING 206.869 acres, gross to the centerline of Sand Canyon Road and Yucaipa Boulevard.


H. R. Hartwick
L. S. No. 2851

Redlands, California
October 20, 1966

The above signature and seal indicate that this description was prepared by the named engineer or surveyor and said engineer or surveyor takes no responsibility as to the legality of said description. A title insurance company must be consulted to insure the legality of this description.

CITY OF REDLANDS

SCALE: 1" = 2000'

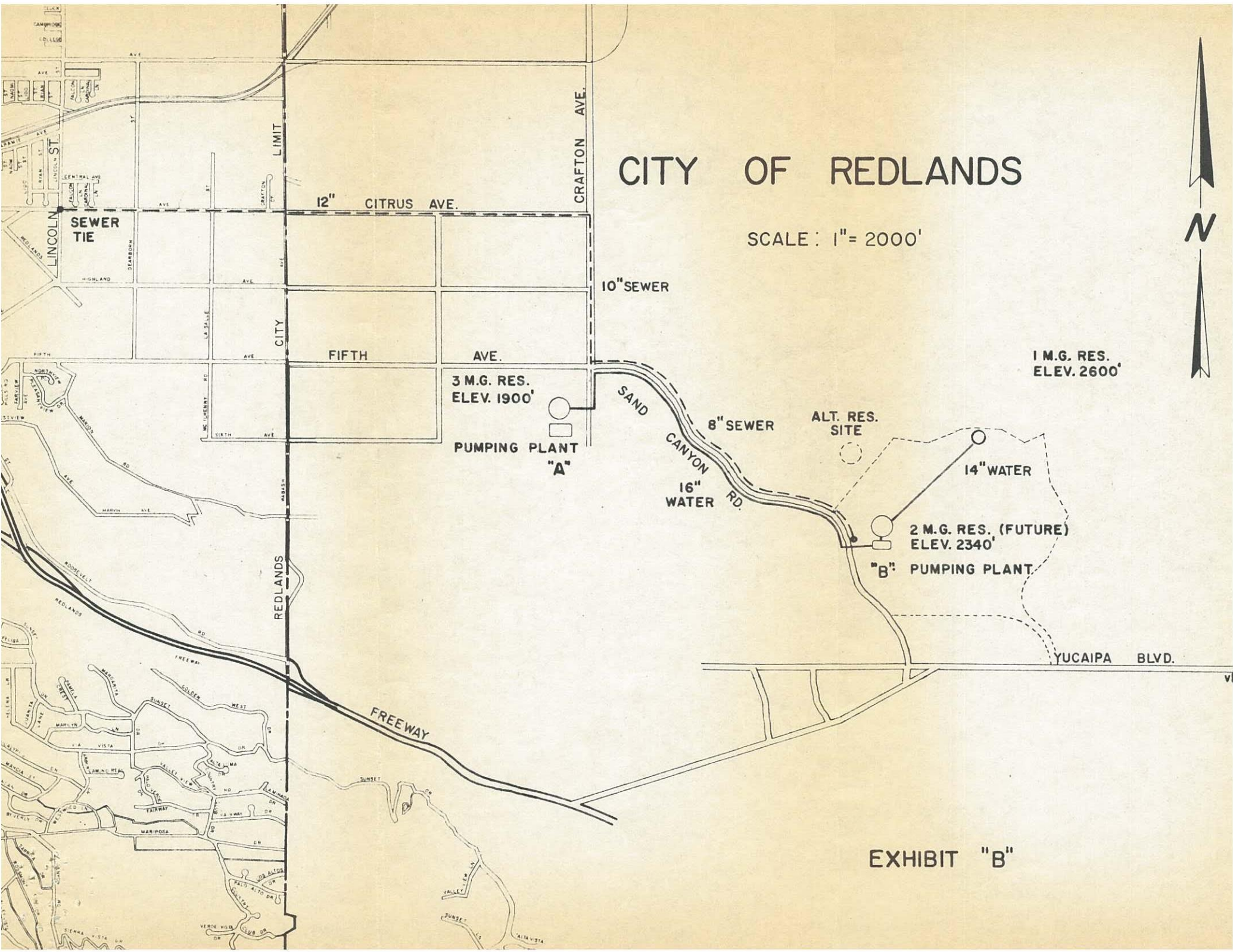


EXHIBIT "B"