

**BOB DUTTON**

ASSESSOR - RECORDER - CLERK

367 City of Redlands Clerk

Recording requested by
and when recorded mail to:

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

Doc# 2019-0275329



Titles	1	Pages	9
Fees			.00
Taxes			.00
CA SB2 Fee			.00
Others			.00
Paid			.00

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 17th day of October, 2017, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Larry Jacinto Living Trust ("Property Owner"). The City and Property Owner are sometimes individually referred to herein as a "Party" and, together, 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, Property Owner owns a vacant parcel of land generally located at the northeast corner of Nice and Sapphire Avenues and identified as county of San Bernardino Assessor's Parcel Number 0298-261-46 (the "Property") in the unincorporated area of the county of San Bernardino within the City's sphere of Influence, and has provided evidence satisfactory to the City that Property Owner is the fee owner of the Property; and

WHEREAS, Property Owner desires to connect to the City's domestic water and sewer/wastewater system without any change in the Low Density Residential and Low-Medium Density Residential land use designations and future single-family residential subdivision and development; 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 land 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 of san Bernardino requiring the owner to annex the land 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 the Property is consistent with the goals and policies of the City's General Plan; 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, Property Owner has entered into this Agreement to provide assurances to the City that connection to the City of Redlands domestic water system and City of Redlands sewer system will occur in accordance with the Redlands General Plan and the Development Standards of the Redlands Municipal Code, and that the Property shall be annexed to the City in accordance with this Agreement's terms, provisions and conditions; and

WHEREAS, City staff has determined that the Property is currently unimproved, was previously utilized for agricultural purposes, and has the potential to contain single-family residential development consistent with the current Redlands General Plan land use designations of Low Density Residential and Low-Medium Density Residential; and

WHEREAS, Property Owner's proposed development of the Property is subject to the City's General Plan provisions enacted by the voter approved initiative ordinance commonly known as "Measure U;" and

WHEREAS, a Socio-Economic Cost/Benefit Study was prepared for Property Owner's proposed development of the Property, found that no unmitigable impacts would occur as a result of the development, and was recommended for approval by the City's Environmental Review Committee on September 5, 2017;

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 of Redlands and the Larry Jacinto Living Trust agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.
2. Definitions. The following terms, when used in this Agreement, shall have the meanings ascribed to them:
 - a. "Agreement" means this Agreement for Annexation and Provision of Utility Services.
 - b. "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.).
 - c. "Property Owner" means the Larry Jacinto Living Trust, and its successors-in-interest to all or any part of the Property.
 - d. "Project" means the extension and provision of domestic water services and sewer services by the City to the Property as shown on Exhibit "A."
3. Provision of Utility Services. The City agrees to provide domestic water service to the Property consistent with the terms and conditions of this Agreement, provided that the connection 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 the Property Owner for application for a water connection is approved by the City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by the City to provide such service unless and until Property Owner complies with all such rules and regulations. As a condition of approval of an application for water connection and sewer connection, and prior to receiving any service, the Property Owner agrees to pay the full cost of such service as established by the City for the extension of utility services to the Property.
4. Agreement to Develop by City Standards. In consideration of the City's agreement to provide City water service and City sewer service to the Property, Property Owner shall develop the Property in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.
5. Agreement to Annex. In consideration of the City's agreement to provide City water service to the Property, Property Owner 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. Property Owner 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, Property Owner shall be responsible for such costs.

6. Taxes and Assessments. Property Owner hereby consents to the imposition of, and agrees that the Property Owner shall pay, all taxes and assessments imposed and/or levied by the City which may be applicable to the Property at the time the Property is annexed to the City.

7. Recordation. By entering into this Agreement, Property Owner 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 Property Owner shall have actual and constructive notice of Property Owner'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. Property Owner further agrees that the City shall, at the sole cost of Property Owner, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owner fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any of its 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.

9. Not a Partnership. The Parties specifically acknowledge that Property Owner's development of the Property is a private project, that neither Party is acting as the agent of the 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 Property Owner is that of a governmental entity regulating the development of private property and the owner of such property.

10. Indemnity and Cost of Litigation.

a. Hold Harmless - Development. Property Owner agrees to and shall hold the City, and its elected and appointed 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 Property Owner or those of its contractors, subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Property. Property Owner agrees to and shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, employees and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors or omissions in connection with the development of the Property. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors or omissions regardless of whether or not the City supplied, prepared or approved plans or specifications relating to the development of the Property and regardless of whether or not any insurance policies of Property Owner relating to such development are applicable.

b. Third Party Litigation Concerning Agreement. Property Owner shall defend, at its expense, including attorneys' fees, indemnify and hold harmless the City, and its elected and appointed 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 may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

11. Liquidated Damages In the event that the property is not annexed to the City in accordance with the terms of the Agreement, the owner of the Property shall pay each year to the City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the Property been annexed. Failure to make such liquidated damages payments shall be cause for the City to cease water and/or sewer service to the Property.

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

13. 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.

14. 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.

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

16. Authority to Execute. The person or persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owner of the Property.

17. Waiver and Release. Property Owner hereby waives and releases any and all claims it may have against the City, and its elected and appointed officials, officers, employees and agents with respect to any City actions or omissions relating to the development of the Property and Property Owner's and the City's entry into and execution of this Agreement. Property Owner makes such waiver and release with full knowledge of Civil Code Section 1542, and hereby waives 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:

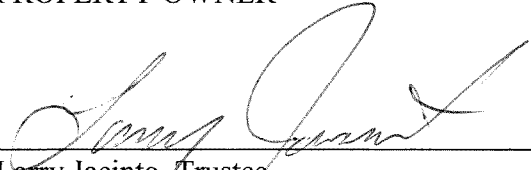
"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

18. 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.

19. 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.

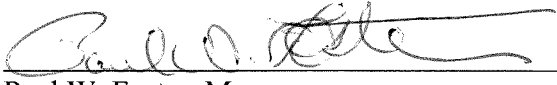
PROPERTY OWNER



Larry Jacinto, Trustee
Larry Jacinto Living Trust

Date: 10-24-2017

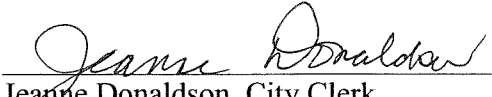
CITY OF REDLANDS



Paul W. Foster, Mayor

Date: 10/25/17

ATTEST:



Jeanne Donaldson, City Clerk

Date: 10/25/17

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

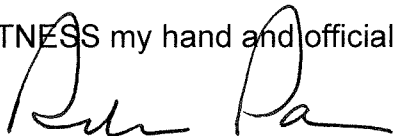
County of San Bernardino }

On October 24, 2017 before me, Robin Pain, Notary Public,
(Here insert name and title of the officer)

personally appeared Larry Jacinto,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (s) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

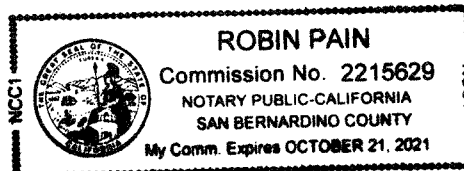
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Annexation & Provision

(Title or description of attached document)

for City Utility Services

(Title or description of attached document continued)

Number of Pages 2 Document Date 10/24/17

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

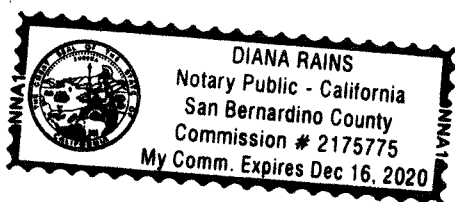
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Bernardino)
 On 10.25.17 before me, Diana Rains, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Paul W. Foster and Jeanne Donaldson
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Diana Rains
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

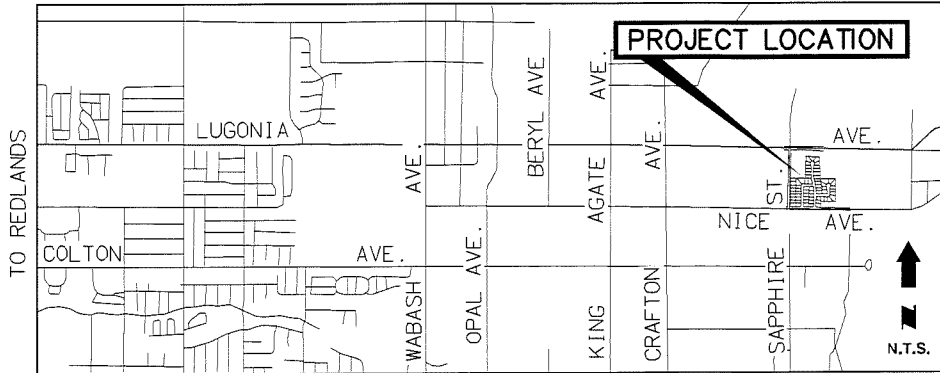
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT A

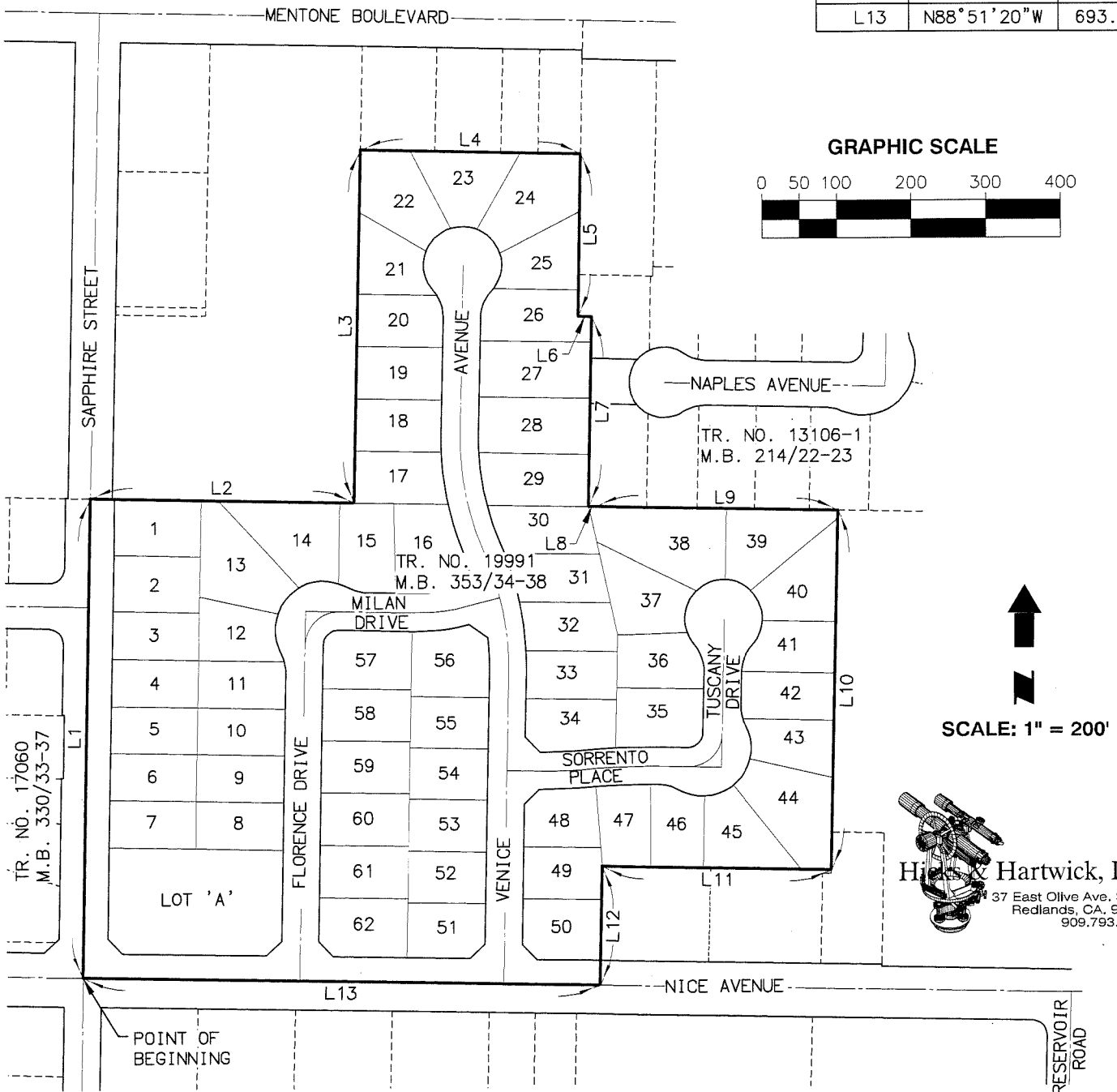
VICINITY MAP



LINE TABLE

COURSE	BEARING	DISTANCE
L1	N01°08'13"E	639.82'
L2	S88°51'15"E	353.69'
L3	N01°08'29"E	472.91'
L4	S88°52'00"E	294.91'
L5	S01°05'21"W	218.88'
L6	S89°04'04"E	18.66'
L7	S01°08'46"W	254.03'
L8	S88°52'46"E	10.00'
L9	S88°52'16"E	323.93'
L10	S01°12'28"W	480.03'
L11	N88°51'20"W	307.63'
L12	S01°10'18"W	160.00'
L13	N88°51'20"W	693.05'

GRAPHIC SCALE



SCALE: 1" = 200'



Hines & Hartwick, Inc.
37 East Olive Ave., Ste C
Redlands, CA, 92373
909.793.2257