

AGREEMENT
FOR CONVEYANCE OF EASEMENT

THIS AGREEMENT is entered into by and between the City of Redlands ("Grantee") and James a. Kolschowsky and Ellen A. Kolschowsky (collectively, "Grantors" as defined below).

RECITALS

A. James A. Kolschowsky and Ellen A. Kolschowsky own the legal fee title to certain real property located in the City of Redlands which is described as follows (the "Easement Property"):

684 E. Cypress Avenue, Assessor's Parcel Number 173-291-13, also described as Lot 2, Tract 3889 as recorded in MB 50-66 of records of San Bernardino County, State of California.

B. Grantee desires to purchase an agreement in the Easement Property and Grantors desire to convey an easement in the Easement Property (the "Easement") as described in Exhibit "A" attached hereto.

C. The parties desire by this Agreement to provide the terms and conditions for the conveyance of the Easement.

AGREEMENT

The parties therefore agree as follows:

1. Conveyance.

Grantors agree to convey the Easement for the consideration and upon the terms and conditions hereinafter set forth.

2. Consideration.

The total purchase price for the Easement shall be the lump sum of Seven Thousand Dollars (\$7,000.00), which shall be paid by Grantee to Grantors through Escrow Holder in cash at Close of Escrow.

3. Grantee's Conditions Precedent to Close of Escrow.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantors set forth in this Agreement shall be true and correct as of the Close of Escrow.

(b) Grantors shall timely perform all obligations required by the terms of this Agreement to be performed by them.

4. Grantors' Conditions Precedent to Close of Escrow.

For the benefit of Grantors, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required by the terms of this Agreement.

5. Representations and Warranties of Grantors.

Grantors make the following representations and warranties, each of which shall survive the Close of Escrow:

(a) The execution and delivery of this Agreement by Grantors, Grantors' performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantors are at present parties, or by which Grantors are bound;

(b) To Grantors' knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Easement Property or the larger parcel of which the Easement Property is a part, is pending, proposed or threatened;

(c) Grantors will not enter into any agreements or undertake any new obligations which will in any way burden, encumber or otherwise affect the Easement Property without the prior written consent of Grantee;

(d) According to Grantors' actual knowledge, the Easement Property and any contiguous real property owned by Grantors are not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the property, including, but not limited to, soil and groundwater conditions underlying the property which could affect the property or its use or development, and neither Grantors nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the property or transported to or from the property any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140 25249.5 25249.8, 25281, 25316 or 25501 of the California Health and Safety Code; or any substances so defined or stated in any of the regulations

adopted and publications promulgated pursuant to said laws as they may be amended from time to time; and

(e) Grantors shall execute any and all necessary documents to subordinate all existing trust deeds recorded against the Easement property to the Easement conveyed to Grantee by this Agreement.

6. Miscellaneous

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantors: James A. and Ellen A. Kolschowsky
684 E. Cypress Avenue
Redlands, CA 92373

Grantee: City of Redlands
P. O. Box 3005
Redlands, CA 92373

Any notice or other document sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other parties.

D. Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

E. Inurement. Subject to the restriction against assignment as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorney Fees. If any legal action, arbitration or other proceedings is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with this Agreement, the successful or prevailing party shall be entitled to recover actual attorney fees (including fees for paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The parties agree that actual attorney fees shall be based on the attorney fees actually incurred (based on the attorney's customary hourly billing rates) rather than

the court or arbitrator making an independent inquiry concerning reasonableness.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. No Merger. All warranties, representations, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Easement Deed.

J. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

Executed on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

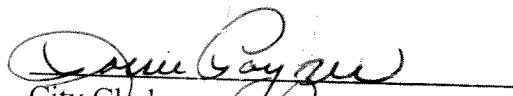
Grantee:

CITY OF REDLANDS

By:

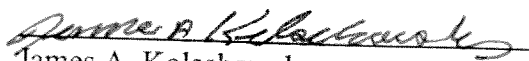

William E. Cunningham, Mayor

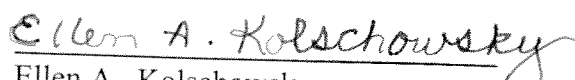
Attest:


City Clerk

Dated: November 17, 1998

GRANTORS:


James A. Kolschowsky


Ellen A. Kolschowsky

Dated: 10/12/98

RECORDING REQUESTED BY:

Municipal Utilities Department
City of Redlands

WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373

EXHIBIT "A"

INDIVIDUAL GRANT OF EASEMENT

**FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We) James A and Ellen A Kolschowsky hereby grant to the City of Redlands, a Municipal Corporation duly organized in accordance with laws of the State of California, described as follows:

The permanent right of ingress and egress at any time, or from time to time, to construct maintain, operate, replace, and renew Sanitary Sewer Maintenance Structures and Sewer Mains located at the rear of 684 E. Cypress Avenue in the City of Redlands, County of San Bernardino, State of California, described as follows:

A 15 foot strip for ingress and egress over Lot 2, Tract 3889 as recorded in MB 50-66 of records of San Bernardino County, State of California, the centerline of said 15 foot strip being parallel to and 18 feet west of the east property line of said Lot 2 of Tract 3889 beginning at the North property line and ending at the South property line of said property.

Assessor's Parcel No. 173 291 13

Dated: November 6, 1998

James A. Kolschowsky
James A. Kolschowsky

Ellen A. Kolschowsky
Ellen A. Kolschowsky

ATTACH NOTARY ACKNOWLEDGEMENT:

CERTIFICATE OF ACCEPTANCE:

This is to certify that the interest in real property conveyed to the City of Redlands, California,
from Ellen A. Kolschowsky and James A. Kolschowsky Dated: November 6, 1998

to the City of Redlands, governmental agency, is hereby accepted and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated November 20, 1998

[Signature]
City Manager, City of Redlands

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 November 6, 1998, before me, Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared James A. Kolschowsky and Ellen A. Kolschowsky

{ x } personally known to me -- OR -- { } 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 entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lorrie Poyzer
Lorrie Poyzer, City Clerk
City of Redlands, California
(Area Code 909) 798-7531

CAPACITY CLAIMED BY SIGNER(S)

- { x } Individual(s) signing for oneself/themselves
{ } Corporate Officer(s)
Title(s) _____
Company _____
{ } Partner(s)
Partnership _____
{ } Attorney-In-Fact
Principal(s) _____
{ } Trustee(s)
Trust _____
{ } Other
Title(s) _____
Entity(ies) Represented _____

This certificate
must be attached
to the document
described at right:

Title or type of document Individual Grant of Easement
Number of Pages (including this acknowledgement form) 2
Date of Document November 6, 1998
Signer(s) other than named above Ellen A. Kolschowsky

Recording requested by
and when recorded, send to:

CITY CLERK'S OFFICE
CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373

SUBORDINATION AGREEMENT

City of Redlands, San Bernardino County, California

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned subordinates the security interest represented by the security agreement dated June 9, 1995 between the undersigned and James A. Kolschowsky and Ellen A. Kolschowsky, to the easement interest arising out of the security agreement dated OCT 15, 1998, between the City of Redlands and James A. Kolschowsky and Ellen A. Kolschowsky.

Dated: OCT 15th, 1998

684 E. Cypress Avenue,
Redlands, California 92373
APN 173-291-13

Richard Schroeder

Richard Schroeder

State of California
County of San Bernardino

On OCT 15, 1998 before me, Sylvia Phillippi - Notary
personally appeared Richard Schroeder

☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

WITNESS my hand and official seal.

Sylvia Phillippi
Signature of Notary Public

