

Project Name: East Branch Extension,
Phase I Improvements Project
County: San Bernardino
Parcel No.: SGP-71, (APNs 0168-362-02,
-03, -05, 0168-363-02, and -03)

AGREEMENT FOR REIMBURSEMENT OF CITY APPRAISAL COSTS

This Agreement for Reimbursement of City Appraisal Costs ("Agreement") is entered into this 15th day of June, 2010 by and between City of Redlands ("City") and the State of California, acting by and through its Department of Water Resources ("State"). City and State are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, City owns certain real property identified on the San Bernardino County Assessor's roll as APNs 0168-362-02, -03, -05, 0168-363-02 and -03 (the "Property") and shown on Exhibit "A" attached hereto and made a part of this Agreement; and

WHEREAS, as part of its East Branch Extension, Phase I Improvements Project ("Project"), State intends to construct the Yucaipa Connector Pipeline; and

WHEREAS, the Project requires that State acquire all or a portion of the Property; and

WHEREAS, pursuant to Section 1263.025 of the Code of Civil Procedure, City is entitled to be reimbursed up to \$5000 for the reasonable costs associated with obtaining an appraisal from a State-licensed appraiser; and

WHEREAS, City and State wish to enter into this Agreement to set forth the requirements for reimbursement of expenses associated with the work of an independent State-licensed appraiser to appraise the property for City;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promise contained herein, City and State agree as follows:

1. City's property is shown on the Right of Way Appraisal Map which is attached hereto as Exhibit "B."
2. City may hire a State-licensed appraiser to appraise the Property.
3. City may submit a signed and dated copy of this Agreement to State within ninety (90) days of the earliest of the following dates:
 - a. The date the selected appraiser requests payment from City for the appraisal; or
 - b. The date that City, or City's designee, remitted full payment to the selected appraiser for the appraisal.

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4. Prior to reimbursement, City will provide the following documentation to State:
 - a. A signed and dated copy of this Agreement;
 - b. A Payee Data Record form (STD 204) completed with City's information and signed by City (enclosed);
 - c. Copies of the contract with the State-licensed appraiser (if a contract was made);
 - d. An itemized invoice from the appraiser citing his or her State Appraisal License and indicating the amount charged for the appraisal; and
 - e. A summary of the appraiser's findings.
5. Prior to any reimbursement, State will review all costs associated with City's appraisal. Only reasonable costs up to \$5000 will be approved.
6. City agrees to indemnify and save State harmless from all liability, loss, cost and obligation on account of or arising out of any work relating to the appraisal being performed by the State-licensed appraiser City has hired.
7. City acknowledges that in the event the appraisal obtained by City values the Property at an amount higher than that offered by State, City must submit an unabridged copy of the appraisal report when requesting that State revise its offer.
8. This Agreement does not create any rights in any third person, entity, or organization nor may any third party maintain any lawsuit for personal injuries, equitable relief, property damages, or breach of this Agreement.

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IN WITNESS WHEREOF, duly authorized representatives of the City and State have signed in confirmation of this Agreement.



Pat Gilbreath, Mayor

ATTEST:



City Clerk, City of Redlands
County of San Bernardino, California

(SEAL)

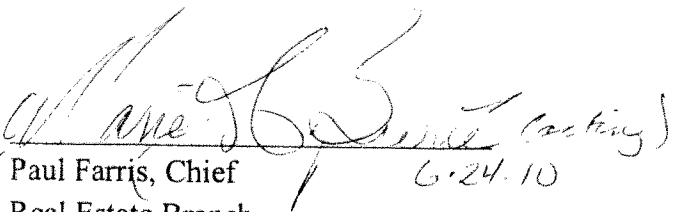
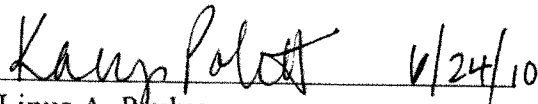
APPROVED:

STATE OF CALIFORNIA
Department of Water Resources

Recommended for Approval:



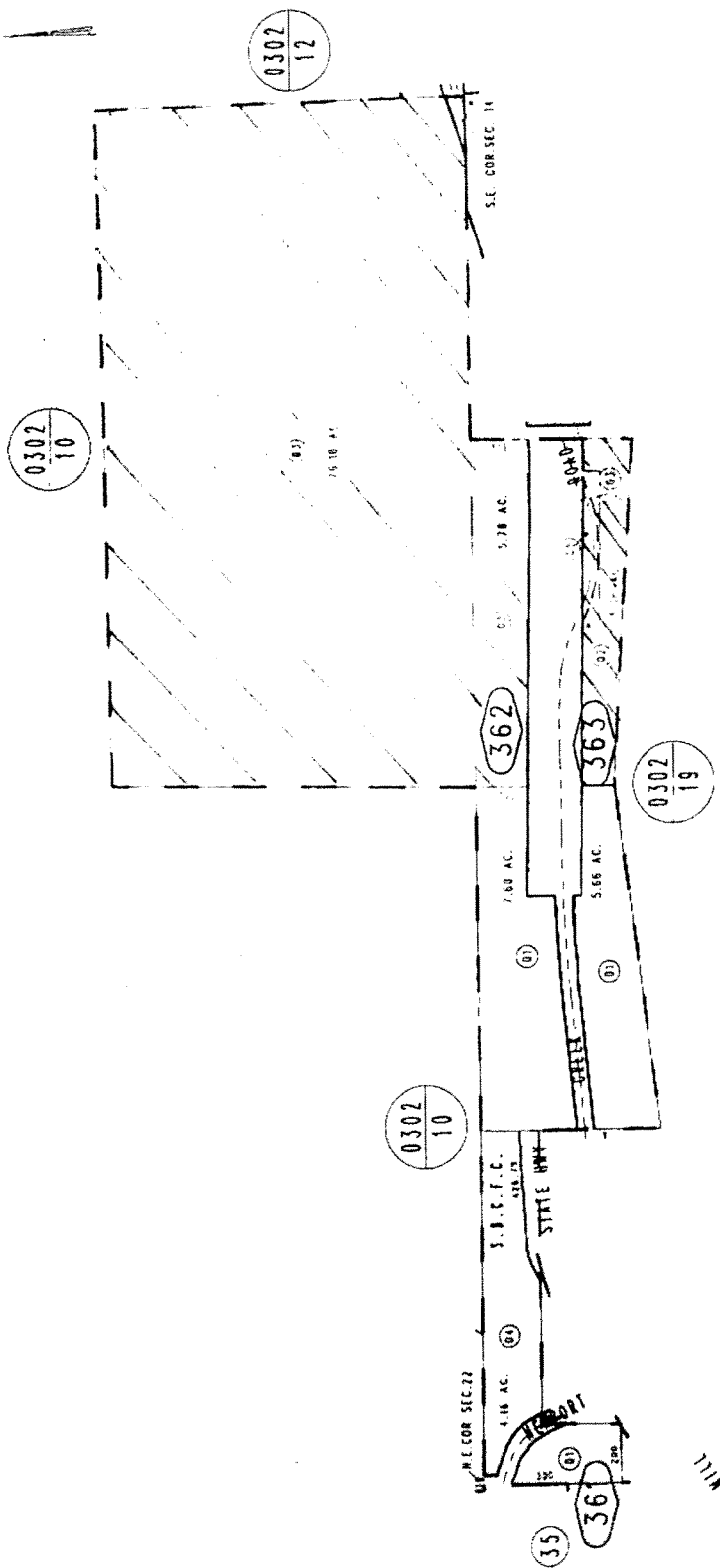
Brian Whitaker
Right of Way Agent


for Paul Farris, Chief
Real Estate Branch
Division of Engineering
6.24.10
for Linus A. Paulus
Senior Land Agent

0168 - 36



EXHIBIT 'A'



JAN 07 2005

REV:50
05/22/67
01/18/67
10/23/67
04/06/93 018
04/20/94 PC
06/01/04 WPD
11/16/04 LH

Assessor's Map
Book 0168 Page 36
San Bernardino County

JAN. 1958

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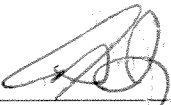
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Pat Gilbreath, Mayor

ATTEST:



City Clerk, City of Redlands
County of San Bernardino, California

(SEAL)

Recommended for Approval:

APPROVED:

STATE OF CALIFORNIA
Department of Water Resources

Brian Whitaker
Right of Way Agent

Paul Farris, Chief
Real Estate Branch
Division of Engineering

Linus A. Paulus
Senior Land Agent

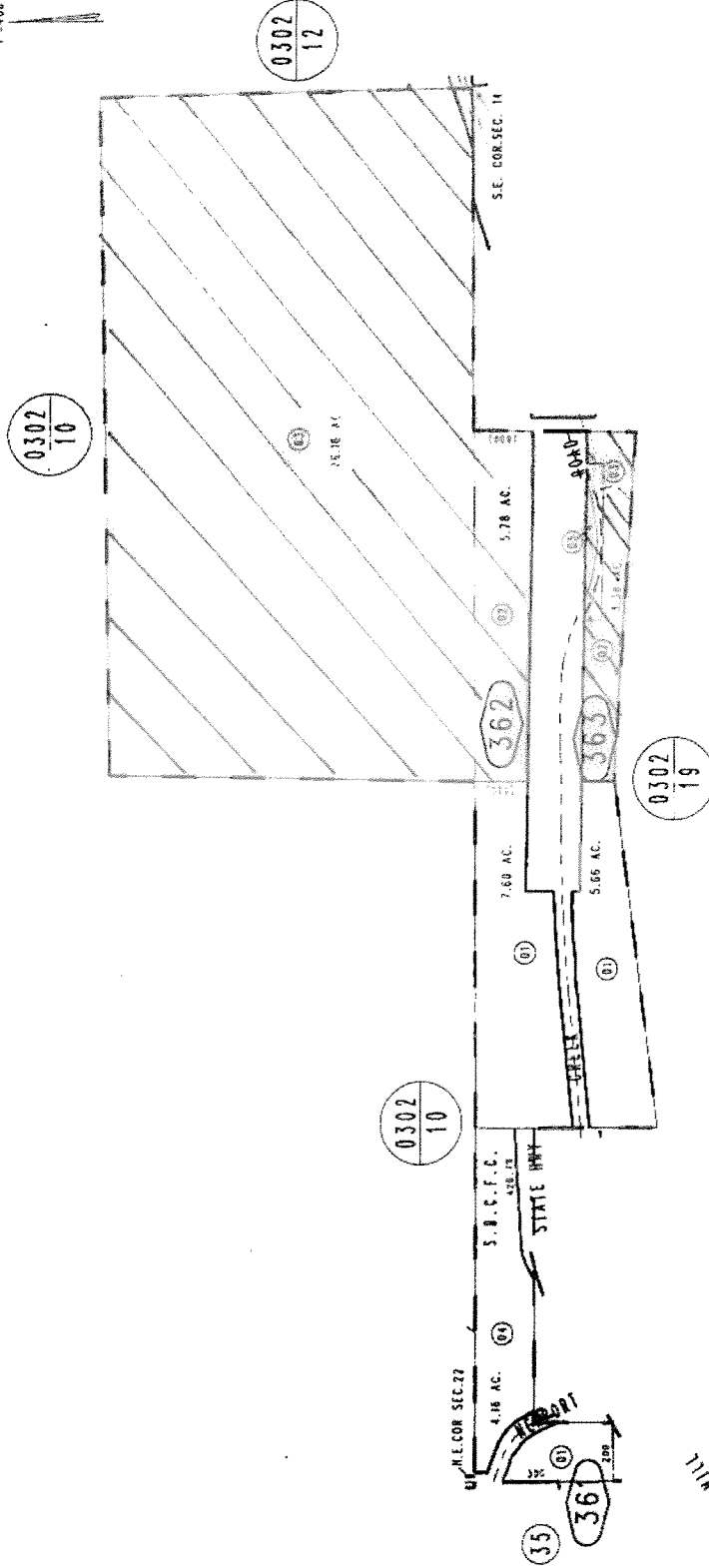
THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.



Pin. S.1/2, Sec. 14, & N.1/2, Sec. 23, T.1 S., R.2 W., S.B.M.

Redlands City
Tax Rate Area
5000

0168 - 36



JAN 07 2005

REVISED
05/23/97
07/28/97
10/23/97
04/08/93 B18
04/20/94 B18
06/01/95 map
07/26/94 LB

Assessor's Map
Book 0168 Page 36
San Bernardino County

JAN. 1958

EXHIBIT 'A'