

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is entered into as of July 24, 1991, between the City of Redlands, a municipal corporation ("City"), on the one hand, and 1990 Redlands Limited Partners, a California limited partnership, and Greg E. Brendel, an individual (collectively, "Developer"), on the other.

### RECITALS

A. The Developer has processed a tract map for certain real property located within the City, known as Tract No. 12628.

B. The conditions of approval of said tract map require that certain property ("Property"), as more particularly described in Exhibit "A" and incorporated herein by reference, be acquired and that certain offsite improvements be constructed and installed upon the Property.

C. The Developer has asked the City to negotiate with various property owners to acquire the Property. The Developer has further asked the City to acquire the Property by eminent domain in the event the City fails or is unable to acquire the Property by negotiation.

D. The Developer has agreed to pay all costs of said negotiations and acquisitions pursuant to section 66462.5 of the California Government Code.

E. The City has been unable to acquire the Property by negotiation. The Developer now desires that the City commence eminent domain proceedings to condemn the Property.

F. The Developer is willing to pay all costs associated with the acquisition of the Property by eminent domain. The Developer is also willing to pay all costs associated with related legal actions which may be brought against the City in connection with the City's efforts to condemn, or the City's acquisition and ownership of, the Property.

G. The City finds it reasonable and appropriate to pursue the condemnation of the Property upon the agreement of the Developer to reimburse the City's costs.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Incorporation of Recitals. The Recitals to this Agreement are incorporated into this section 1 of this Agreement as though set forth in full.

2. Reimbursement of Acquisition Costs. The Developer shall reimburse all costs, associated with the acquisition or attempt at acquisition of the Property by eminent domain, that the City in its sole discretion incurs. The Developer shall reimburse all such costs regardless of the actual outcome of any court proceeding filed in connection with such acquisition or attempt at acquisition. These costs may include, without limitation, all of the following: attorney fees relating in any way to the acquisition or attempt at acquisition, filing fees and all other court costs; City administrative, procedural and staff costs relating to the acquisition or attempt at acquisition; engineering and site inspection costs; environmental study and review costs; appraiser fees and costs; trial preparation and exhibit costs; attorney and City travel costs (at \$.26 per mile), photocopy, postage and telephone charges relating to the acquisition or attempt at acquisition of the Property; and all other costs of the City, their attorneys or agents in any way relating to the acquisition or attempt at acquisition of the Property.

3. Indemnification and Reimbursement for Related Administrative and Legal Proceedings. The Developer indemnifies and shall defend, with counsel chosen by City, and hold the City, its elected officials, officers, employees, agents and attorneys free and harmless from, and reimburse the City for all costs relating to, all liability from loss arising out of the institution and prosecution of any and all administrative and legal proceedings brought against the City as a result of the City's activities in pursuing the acquisition, or actual acquisition and ownership, of the Property. These proceedings include, without limitation, all actions brought under or pursuant to: the California Environmental Quality Act, any state or federal civil rights statutes, state or federal environmental laws relating to any alleged release upon the Property of hazardous or toxic substances, California Relocation Assistance Act of 1970, and the theory of inverse condemnation.

4. City to Control all Proceedings. The City shall have complete control over any and all administrative and judicial proceedings brought by or against the City in connection with, or as a result of the City's activities regarding, the acquisition or attempt at acquisition of the Property. Neither the City nor the Developer shall be considered the agent or the fiduciary of the other.

5. Method of Reimbursement. The Developer shall reimburse the City for all costs incurred as set forth in this Agreement monthly, within ten (10) days after receipt of the City's request therefor. The request for reimbursement shall be sent to Developer in care of:

1990 Redlands Limited Partnership  
11613 Calle Albara  
El Cajon, California 92019.  
Attn: Greg E. Brendel

6. Termination. In the event the Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the City shall have the option to terminate this Agreement and abandon any and all proceedings brought in connection with the acquisition of the Property. In such an event, the Developer shall still be responsible for all costs and liabilities pursuant to paragraphs 2 and 3 above.

7. Attorney Fees. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney fees.

8. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein.

9. Assignment. The Developer shall not assign any rights or obligations under this Agreement without the prior written consent of the City, and any assignment without such written consent shall be void and ineffective. The City may assign, in whole or in part, its rights and obligations under this Agreement to any governmental entity possessing the power of eminent domain over and with respect to the Property.

10. The signatory for the Developer hereby warrants and represents that such signatory has the authority to bind the Developer to this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY  
The City of Redlands

DEVELOPER  
1990 Redlands Limited Partnership

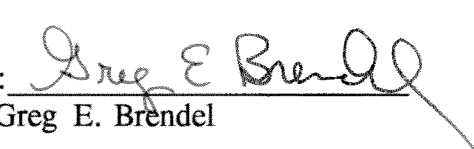
By:   
Mayor

By:   
Greg E. Brendel, General Partner

Attest:

Greg E. Brendel

By:   
City Clerk

By:   
Greg E. Brendel

An exclusive, permanent and perpetual easement, together with the right to forever maintain, operate, improve, alter, relocate, reconstruct, inspect, repair, occupy and use, and otherwise install necessary appurtenances thereto, for the construction and maintenance of storm drain and sanitary sewer line facilities as determined necessary by the City of Redlands, its successors and assigns (collectively, the "City"), both above and below the ground level, together with all necessary rights of ingress and egress to said easement over and across contiguous land owned by Grantor in connection with the exercise of any of the rights granted herein, under and across the following described real property in the County of San Bernardino, State of California, to wit:

See legal description attached as Exhibit "A"

Grantor shall be entitled to utilize the easement area for parking, playground and/or landscaping purposes. Grantor shall not, however, erect or construct, or permit to be erected or constructed, any building, structure or permanent improvement on, over or under any portion of the easement.

City shall be entitled to trim, cut, or clear away any trees, brush, or other vegetation or flora from time to time as City determines in its sole discretion without paying any additional compensation to Grantor.

Grantor agrees that no other easement or easements shall be granted on, under, or over this easement.

City may at any time change the location of pipelines or other facilities within the boundaries of the easement right-of-way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, provided City does not expand its use of the easement beyond the easement boundaries described above.

Grantor shall not increase or decrease, or permit to be increased or decreased, the existing ground elevations of the easement which exist at the time this document is executed without obtaining the prior written consent of City.

Exhibit "A"

LEGAL DESCRIPTION

APN 168-241-01

THAT PORTION OF LOT 48 OF THE UNIVERSITY TRACT AS PER PLAT RECORDED  
IN BOOK 17 OF MAPS PAGE 36 RECORDS OF THE COUNTY OF SAN BERNARDINO,  
STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 30.00 FEET OF THE WESTERLY ONE-HALF OF SAID LOT 48.

An exclusive, permanent and perpetual easement, together with the right to forever maintain, operate, improve, alter, relocate, reconstruct, inspect, repair, occupy and use, and otherwise install necessary appurtenances thereto, for the construction and maintenance of storm drain and sanitary sewer line facilities as determined necessary by the City of Redlands, its successors and assigns (collectively, the "City"), both above and below the ground level, together with all necessary rights of ingress and egress to said easement over and across contiguous land owned by Grantor in connection with the exercise of any of the rights granted herein, under and across the following described real property in the County of San Bernardino, State of California, to wit:

See legal description attached as Exhibit "A"

Grantor shall be entitled to utilize the easement area for parking, playground and/or landscaping purposes. Grantor shall not, however, erect or construct, or permit to be erected or constructed, any building, structure or permanent improvement on, over or under any portion of the easement.

City shall be entitled to trim, cut, or clear away any trees, brush, or other vegetation or flora from time to time as City determines in its sole discretion without paying any additional compensation to Grantor.

Grantor agrees that no other easement or easements shall be granted on, under, or over this easement.

City may at any time change the location of pipelines or other facilities within the boundaries of the easement right-of-way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, provided City does not expand its use of the easement beyond the easement boundaries described above.

Grantor shall not increase or decrease, or permit to be increased or decreased, the existing ground elevations of the easement which exist at the time this document is executed without obtaining the prior written consent of City.

Exhibit "A"

LEGAL DESCRIPTION

APN 168-241-02

THAT PORTION OF LOT 48 OF THE UNIVERSITY TRACT AS PER PLAT RECORDED  
IN BOOK 17 OF MAPS PAGE 36 RECORDS OF THE COUNTY OF SAN BERNARDINO,  
STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 30.00 FEET OF THE EASTERLY ONE-HALF OF SAID LOT 48.

An exclusive, permanent and perpetual easement, together with the right to forever maintain, operate, improve, alter, relocate, reconstruct, inspect, repair, occupy and use, and otherwise install necessary appurtenances thereto, for the construction and maintenance of storm drain and sanitary sewer line facilities as determined necessary by the City of Redlands, its successors and assigns (collectively, the "City"), both above and below the ground level, together with all necessary rights of ingress and egress to said easement over and across contiguous land owned by Grantor in connection with the exercise of any of the rights granted herein, under and across the following described real property in the County of San Bernardino, State of California, to wit:

See legal description attached as Exhibit "A"

Grantor shall be entitled to utilize the easement area for parking, playground and/or landscaping purposes. Grantor shall not, however, erect or construct, or permit to be erected or constructed, any building, structure or permanent improvement on, over or under any portion of the easement.

City shall be entitled to trim, cut, or clear away any trees, brush, or other vegetation or flora from time to time as City determines in its sole discretion without paying any additional compensation to Grantor.

Grantor agrees that no other easement or easements shall be granted on, under, or over this easement.

City may at any time change the location of pipelines or other facilities within the boundaries of the easement right-of-way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, provided City does not expand its use of the easement beyond the easement boundaries described above.

Grantor shall not increase or decrease, or permit to be increased or decreased, the existing ground elevations of the easement which exist at the time this document is executed without obtaining the prior written consent of City.



Exhibit "A"

LEGAL DESCRIPTION

APN 168-241-03

THAT PORTION OF LOT 47 OF THE UNIVERSITY TRACT AS PER PLAT RECORDED IN BOOK 17 OF MAPS PAGE 36 RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE WESTERLY ONE-HALF OF SAID LOT 47;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 47 SOUTH  $89^{\circ}26'01''$  WEST A DISTANCE OF 165.10 FEET TO THE SOUTHWESTERLY CORNER OF SAID WESTERLY ONE-HALF;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 47 NORTH A DISTANCE OF 30.00 FEET;

THENCE PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 47 NORTH  $89^{\circ}26'01''$  EAST A DISTANCE OF 117.87 FEET TO A TANGENT CURVE BEING CONCAVE SOUTHERLY;

THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 605.00 FEET, THROUGH A CENTRAL ANGLE OF  $04^{\circ}28'32''$  A DISTANCE OF 47.26 FEET TO THE EASTERLY LINE OF SAID WESTERLY ONE-HALF;

THENCE ALONG SAID EASTERLY LINE SOUTH A DISTANCE OF 28.15 FEET TO THE POINT OF BEGINNING.

An exclusive, permanent and perpetual easement, together with the right to forever maintain, operate, improve, alter, relocate, reconstruct, inspect, repair, occupy and use, and otherwise install necessary appurtenances thereto, for the construction and maintenance of storm drain and sanitary sewer line facilities as determined necessary by the City of Redlands, its successors and assigns (collectively, the "City"), both above and below the ground level, together with all necessary rights of ingress and egress to said easement over and across contiguous land owned by Grantor in connection with the exercise of any of the rights granted herein, under and across the following described real property in the County of San Bernardino, State of California, to wit:

See legal description attached as Exhibit "A"

Grantor shall be entitled to utilize the easement area for parking, playground and/or landscaping purposes. Grantor shall not, however, erect or construct, or permit to be erected or constructed, any building, structure or permanent improvement on, over or under any portion of the easement.

City shall be entitled to trim, cut, or clear away any trees, brush, or other vegetation or flora from time to time as City determines in its sole discretion without paying any additional compensation to Grantor.

Grantor agrees that no other easement or easements shall be granted on, under, or over this easement.

City may at any time change the location of pipelines or other facilities within the boundaries of the easement right-of-way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, provided City does not expand its use of the easement beyond the easement boundaries described above.

Grantor shall not increase or decrease, or permit to be increased or decreased, the existing ground elevations of the easement which exist at the time this document is executed without obtaining the prior written consent of City.

Exhibit "A"

LEGAL DESCRIPTION

APN 168-241-14

THAT PORTION OF LOT 47 OF THE UNIVERSITY TRACT AS PER PLAT RECORDED IN BOOK 17 OF MAPS PAGE 36 RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 47;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 47 SOUTH  $89^{\circ}26'01''$  WEST A DISTANCE OF 23.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH  $89^{\circ}26'01''$  WEST A DISTANCE OF 141.21 FEET TO THE SOUTHWESTERLY CORNER OF THE EASTERLY ONE-HALF OF SAID LOT 47;

THENCE ALONG THE WESTERLY LINE OF SAID EASTERLY ONE-HALF NORTH A DISTANCE OF 28.15 FEET TO A NON-TANGENT CURVE BEING CONCAVE SOUTHERLY;

THENCE EASTERLY ALONG SAID CURVE FROM A RADIAL LINE BEARING NORTH  $03^{\circ}54'33''$  EAST HAVING A RADIUS OF 605.00 FEET, THROUGH A CENTRAL ANGLE OF  $13^{\circ}38'44''$  A DISTANCE OF 143.72 FEET TO THE SOUTHERLY LINE OF SAID LOT 47 AND THE TRUE POINT OF BEGINNING.

An exclusive, permanent and perpetual easement, together with the right to forever maintain, operate, improve, alter, relocate, reconstruct, inspect, repair, occupy and use, and otherwise install necessary appurtenances thereto, for the construction and maintenance of storm drain and sanitary sewer line facilities as determined necessary by the City of Redlands, its successors and assigns (collectively, the "City"), both above and below the ground level, together with all necessary rights of ingress and egress to said easement over and across contiguous land owned by Grantor in connection with the exercise of any of the rights granted herein, under and across the following described real property in the County of San Bernardino, State of California, to wit:

See legal description attached as Exhibit "A"

Grantor shall be entitled to utilize the easement area for parking, playground and/or landscaping purposes. Grantor shall not, however, erect or construct, or permit to be erected or constructed, any building, structure or permanent improvement on, over or under any portion of the easement.

City shall be entitled to trim, cut, or clear away any trees, brush, or other vegetation or flora from time to time as City determines in its sole discretion without paying any additional compensation to Grantor.

Grantor agrees that no other easement or easements shall be granted on, under, or over this easement.

City may at any time change the location of pipelines or other facilities within the boundaries of the easement right-of-way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, provided City does not expand its use of the easement beyond the easement boundaries described above.

Grantor shall not increase or decrease, or permit to be increased or decreased, the existing ground elevations of the easement which exist at the time this document is executed without obtaining the prior written consent of City.

Exhibit "A"

LEGAL DESCRIPTION

APN 168-241-17

THAT PORTION OF LOT 41 OF THE UNIVERSITY TRACT AS PER PLAT RECORDED IN BOOK 17 OF MAPS PAGE 36 RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 41;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 41 NORTH  $89^{\circ}26'01''$  EAST A DISTANCE OF 330.15 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 41;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 41 SOUTH A DISTANCE OF 2.00 FEET;

THENCE PARALLEL TO THE NORTHERLY LINE OF SAID LOT 41 SOUTH  $83^{\circ}21'52''$  WEST A DISTANCE OF 188.41 FEET;

THENCE SOUTH  $83^{\circ}21'52''$  WEST A DISTANCE OF 142.69 FEET TO THE WESTERLY LINE OF SAID LOT 41;

THENCE ALONG SAID WESTERLY LINE NORTH  $0^{\circ}00'48''$  EAST A DISTANCE OF 17.09 FEET TO THE POINT OF BEGINNING.

An exclusive, permanent and perpetual easement, together with the right to forever maintain, operate, improve, alter, relocate, reconstruct, inspect, repair, occupy and use, and otherwise install necessary appurtenances thereto, for the construction and maintenance of storm drain and sanitary sewer line facilities as determined necessary by the City of Redlands, its successors and assigns (collectively, the "City"), both above and below the ground level, together with all necessary rights of ingress and egress to said easement over and across contiguous land owned by Grantor in connection with the exercise of any of the rights granted herein, under and across the following described real property in the County of San Bernardino, State of California, to wit:

See legal description attached as Exhibit "A"

Grantor shall be entitled to utilize the easement area for parking, playground and/or landscaping purposes. Grantor shall not, however, erect or construct, or permit to be erected or constructed, any building, structure or permanent improvement on, over or under any portion of the easement.

City shall be entitled to trim, cut, or clear away any trees, brush, or other vegetation or flora from time to time as City determines in its sole discretion without paying any additional compensation to Grantor.

Grantor agrees that no other easement or easements shall be granted on, under, or over this easement.

City may at any time change the location of pipelines or other facilities within the boundaries of the easement right-of-way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, provided City does not expand its use of the easement beyond the easement boundaries described above.

Grantor shall not increase or decrease, or permit to be increased or decreased, the existing ground elevations of the easement which exist at the time this document is executed without obtaining the prior written consent of City.

Exhibit "A"

LEGAL DESCRIPTION

APN 168-241-18

THAT PORTION OF LOT 42 OF THE UNIVERSITY TRACT AS PER PLAT RECORDED IN BOOK 17 OF MAPS PAGE 36 RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 42;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 42 SOUTH A DISTANCE OF 33.35 FEET;

THENCE NORTH  $84^{\circ}09'06''$  WEST A DISTANCE OF 180.93 FEET;

THENCE NORTH A DISTANCE OF 13.14 FEET TO THE NORTHERLY LINE OF SAID LOT 42.

THENCE ALONG SAID NORTHERLY LINE NORTH  $89^{\circ}26'01''$  EAST A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING.

An exclusive, permanent and perpetual easement, together with the right to forever maintain, operate, improve, alter, relocate, reconstruct, inspect, repair, occupy and use, and otherwise install necessary appurtenances thereto, for the construction and maintenance of storm drain and sanitary sewer line facilities as determined necessary by the City of Redlands, its successors and assigns (collectively, the "City"), both above and below the ground level, together with all necessary rights of ingress and egress to said easement over and across contiguous land owned by Grantor in connection with the exercise of any of the rights granted herein, under and across the following described real property in the County of San Bernardino, State of California, to wit:

See legal description attached as Exhibit "A"

Grantor shall be entitled to utilize the easement area for parking, playground and/or landscaping purposes. Grantor shall not, however, erect or construct, or permit to be erected or constructed, any building, structure or permanent improvement on, over or under any portion of the easement.

City shall be entitled to trim, cut, or clear away any trees, brush, or other vegetation or flora from time to time as City determines in its sole discretion without paying any additional compensation to Grantor.

Grantor agrees that no other easement or easements shall be granted on, under, or over this easement.

City may at any time change the location of pipelines or other facilities within the boundaries of the easement right-of-way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, provided City does not expand its use of the easement beyond the easement boundaries described above.

Grantor shall not increase or decrease, or permit to be increased or decreased, the existing ground elevations of the easement which exist at the time this document is executed without obtaining the prior written consent of City.



Exhibit "A"

LEGAL DESCRIPTION

APN 168-241-19

THAT PORTION OF LOT 42 OF THE UNIVERSITY TRACT AS PER PLAT RECORDED IN BOOK 17 OF MAPS PAGE 36 RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 42;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 42 NORTH  $89^{\circ}26'01''$  EAST A DISTANCE OF 150.18 FEET;

THENCE SOUTH A DISTANCE OF 13.14 FEET;

THENCE NORTH  $84^{\circ}09'06''$  WEST A DISTANCE OF 99.66 FEET TO A LINE, SAID LINE BEING PARALLEL AND 2.00 FEET SOUTHERLY OF SAID NORTHERLY LINE;

THENCE ALONG SAID LINE SOUTH  $89^{\circ}26'01''$  WEST A DISTANCE OF 51.57 FEET TO THE WESTERLY LINE OF SAID LOT 42;

THENCE ALONG SAID WESTERLY LINE NORTH A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.