

AGREEMENT FOR
SUBDIVISION EXEMPTION
FROM PROPOSITION R

1. PARTIES AND DATE. The parties to this agreement are the City of Redlands, a municipal corporation, hereinafter called "City", and *C.R.L. Limited Partnership*, a *Limited Partnership*, hereinafter called "Subdivider". The date of this agreement is *January 29*, 1986.

2. SUBDIVIDER REPRESENTATIONS. Subdivider hereby warrants to City that its planned subdivision denominated Tract Map#*12899* and filed with the City on will be a lot sale subdivision, and neither subdivider nor any of subdivider's agents, contractors, heirs or assigns will construct on the lots there created more than 4 dwelling units.

3. CITY RELIANCE. In reliance upon this warranty and representation, City agrees that Subdivider is not subject to the competitive evaluation for quality established in 1978 for subdivision residential developments by Proposition R, and may therefore proceed with the subdivision approval process as if Proposition R did not exist.

4. SUBDIVIDER LIQUIDATED DAMAGES. Subdivider understands that if it fails to carry out its warranties and representations herein, obtains final approval of Tract Map#*12899*, sells some, all, or no lots therein, and builds

directly or indirectly more than four dwelling units therein, the consequences and potential damage to the City and its present and prospective residents will be substantial. City law would thereby be violated, and other projects seeking and receiving development approvals would be compromised and themselves placed in legal jeopardy. For this reason, Subdivider and City agree that liquidated damages are reasonable under these circumstances pursuant to California Civil Code §1671(b), and that the sum of \$4000 per lot approved without such competitive evaluation shall be paid by Subdivider to City upon the direct or indirect construction by Subdivider or its agents, contractors, heirs or assigns of the fifth dwelling unit within the subdivision denominated Tract Map .

5. ATTORNEYS FEES. If either party commences litigation against any other party to enforce this agreement or for a declaration of the respective rights and duties of the parties hereunder, the prevailing party or parties in such litigation shall be entitled to receive from the losing party or parties an award of attorney fees in an amount determined by the court to be reasonable together with costs and disbursements.

ATTEST:

Louise Rogers
Clerk

CITY OF REDLANDS

Carol Danner

SUBDIVIDER *

John R. Jamison
General Partner
C.R.L. Limited Partnership

STATE OF CALIFORNIA
COUNTY OF _____

ss.

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as _____ President and _____ Secretary, on behalf of _____

the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

* CORPORATE
SUBDIVIDER

STATE OF CALIFORNIA
COUNTY OF _____

ss.

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

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.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

* INDIVIDUAL
SUBDIVIDER

STATE OF CALIFORNIA
COUNTY OF San Bernardino

ss.

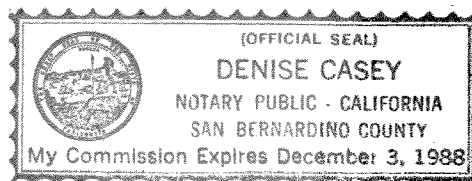
On January 29, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared John R. Jamison **

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as the general partner(s), on behalf of C.R.L. Limited Partnership, the partnership therein named and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

Signature John R. Jamison

(This area for official notarial seal)



* PARTNERSHIP
SUBDIVIDER