

IMPROVEMENT AGREEMENT

This Agreement is made and entered into this 20th day of June, 2000, by and between the City of Redlands, a municipal corporation ("City"), and John L. Smith and Mary C. Smith, Trustees of the Dan C.A. and Mary C. Smith Trust ("Subdivider").

RECITALS

WHEREAS, Subdivider is the applicant for, and developer of, Tentative Tract No. 16082 of the City of Redlands; and

WHEREAS, Subdivider has requested a waiver from the City Council of City for certain storm drain channel improvements required by the Redlands Municipal Code ("Code") to be constructed for Tract No. 16082; and

WHEREAS, in reliance upon the commitment of Subdivider to voluntarily undertake the performance of certain repair work to the storm drain channel and to erect safety fencing within Tentative Tract No. 16082 and Subdivider's promise to enter into this Agreement, the City Council of City granted Subdivider's request for a waiver of the storm drain channel improvements required by City's Code; and

WHEREAS, Subdivider and City desire to memorialize Subdivider's promise to perform the repair work and erect the fencing by entering into this Agreement which shall be enforceable against Subdivider and its heirs, assigns and successors in interest;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for such other good and valuable consideration the receipt of which is hereby acknowledged, the City of Redlands and John L. Smith and Mary C. Smith, Trustees of the Dan C.A. and Mary C. Smith Trust agree as follows:

AGREEMENT

1. Subdivider shall repair and upgrade the existing storm drain channel contained within Tentative Tract No. 16082 in accordance with the requirements of Redlands' City Engineer. Such repair and upgrading shall include retooling, pointing and sealing any and all loose rocks, cracks and damaged areas with grout and concrete on the walls and floors of the channel. Subdivider shall not be required to remove and replace grout and concrete determined by the City Engineer, in his sole discretion, to be in good condition.

2. Subdivider shall construct, or cause to be constructed, a fence consisting of wrought iron and a minimum of five feet in height, along the entire storm drain channel length through Tentative Tract No. 16082 and in accordance with the landscape plans required for Tentative Tract No. 16082. Gates for the fencing shall be installed at locations designated by the City Engineer to provide access by City for maintenance of the storm drain channel. The fencing and gates shall be maintained in good, working condition by Subdivider. Locks for the gates will be furnished and installed by the City.

3. Subdivider shall pay all applicable storm drain fees imposed upon Tentative Tract No. 16082 by the City prior to and as a condition of issuance of any building permits for Tentative Tract No. 16082.

4. Subdivider shall prepare Covenants, Conditions and Restrictions which shall be approved by Redlands' City Attorney and which shall be recorded for Tentative Tract No. 16082 which ensure that subsequent property owners of property within Tentative Tract No. 16082 are obligated to comply with the requirements of this Agreement.

5. Subdivider acknowledges and expressly agrees that all of Subdivider's obligations established by this Agreement shall be completed prior to Subdivider's submission of a final map to City for Tentative Tract No. 16082.

6. Subdivider further acknowledges and expressly agrees that the City's waiver of the storm drain channel improvements required by Code will not be effective unless and until Subdivider satisfies its obligations under this Agreement.

7. In the event any legal 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.

8. This Agreement may be modified or amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

DAN C.A. AND MARY C. SMITH TRUST

By John L. Smith
John L. Smith, Trustee

By Mary C. Smith
Mary C. Smith, Trustee

CITY OF REDLANDS

By Pat Gilheath
Mayor

ATTEST

Lorrie Poyzer
Lorrie Poyzer, City Clerk