

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is made this 5th day of February, 2002, by and between the City of Redlands, a municipal corporation ("City") and Pansy Jacinto, an individual.

RECITALS

WHEREAS, Pansy Jacinto owns certain real property located in the Mentone area of the County of San Bernardino, which is more specifically described in Exhibit "A" ("Property") attached hereto and incorporated herein by this reference; and

WHEREAS, the City desires to use a portion of the Property as a construction and staging area for the construction of a water pipeline being built by the City and the Crafton Water Company ("Crafton"); and

WHEREAS, Pansy Jacinto desires to permit the City to use the Property as a construction and staging area in exchange for this indemnification agreement;

NOW, THEREFORE, the City of Redlands and Pansy Jacinto agree as follows:

1. For and in consideration of Pansy Jacinto permitting the City to use the Property as a construction and staging area for the construction of a water pipeline being built by the City and the Crafton Water Company, the City agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against Pansy Jacinto by any person as a result of the City's negligent acts or omissions, the City shall indemnify Pansy Jacinto and hold her harmless from any and all claims or causes of action, by whomever or wherever made or presented, for personal injury, property damage or wrongful death (including reasonable attorneys' fees and costs) arising as a result of the negligent use of the Property by the City.

2. This Agreement shall terminate upon the City's written notification to Pansy Jacinto that it is ceasing use of the Property.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement, their respective heirs, assigns and successors in interest. This Agreement cannot be assigned without the written consent of both parties.

5. Any amendment to this Agreement shall be in writing and executed by the parties.

CITY



Mayor, Karl N. (Kasey) Haws



Pansy Jacinto

ATTEST:



Lorrie Poyzer, City Clerk

EXHIBIT "A"

THIRD AVENUE

JACINTO, PANSY
APN 299-081-07

INSTALL 4920 FT. PF 14" SDR-17.0 HDPE PIPE

100 FT.
TYP.

CITRUS AVENUE

DESCRIPTION OF PROPERTY

THE WESTERLY 100 FEET OF THE PARCEL, GENERALLY
DESCRIBED AS PARCEL NO. 299-081-07, COUNTY OF
SAN BERNARDINO.



GRAPHIC SCALE: 1" = 200'