

**PREANNEXATION AGREEMENT BETWEEN
CITY OF REDLANDS AND RONALD BURKE AND JANET BURKE**

This Agreement is made and entered into this 21st day of March, 1990 by and between the City of Redlands, a municipal corporation ("City") and Ronald Burke and Janet Burke, a California property owner ("Property Owner").

RECITALS

WHEREAS, City has commenced proceedings with the San Bernardino Local Agency Formation Commission ("LAFCO") to annex certain territory within its current sphere of influence south of City and in San Timoteo Canyon between the cities of Redlands and Loma Linda commonly referred to as Annexation No. 72.

WHEREAS, Property Owner owns certain property described in Exhibit "A" attached hereto, and located within the Annexation No. 72 area (the "Owner's Property")

WHEREAS, the merits of Annexation No. 72 will be heard before LAFCO at a public hearing to be held on March 21, 1990; and

WHEREAS, City desires that Property Owner not protest Annexation No. 72 at the LAFCO hearing, and Property Owner is willing not to protest Annexation No. 72 at said LAFCO hearing, provided that City agree to process and present to City's Planning Commission and City Council a zone change for the Owner's property to rezone the Owner's Property as Southeast Specific Plan, said zoning being consistent with City's currently adopted general plan; and

WHEREAS, Property Owner has requested and City has agreed to provide certain assurances with regard to the provision of water and sewer service to the Owner's Property; and

WHEREAS, City will cooperate with the City of Loma Linda to accomplish the San Timoteo Canyon Flood Control project as it relates to the Owner's and to the City's benefit; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, City and Property Owner agree as follows:

COVENANTS

1. Upon approval of Annexation No. 72, as proposed by the City, by LAFCO and prior to the commencement of a protest hearing held by City for Annexation No. 72, City shall commence proceedings to rezone the Owner's Property to Southeast Specific Plan. City staff shall make a good faith attempt to ensure the prompt presentation of said zone change to the Planning Commission and

City Council; however, both parties acknowledge that City cannot, and has hereby not attempted, to bind future legislative decision of City with regard to such zone change.

2. Property Owner shall not protest Annexation No. 72, nor in any way delay, frustrate, or otherwise impede the proceedings of Annexation No. 72, whether conducted by City, LAFCO, or other public agency. Further, in the event that vote is required prior to City's approval of Annexation No. 72, Property Owner shall cast its vote in favor of Annexation No. 72.

3. City and Property Owner hereby covenant that they shall cooperate and mutually assist the other party in regards to the processing of Annexation No. 72 and any zone change for the Owner's Property related thereto.

4. City shall provide water and sewer service to the Owner's Property in accordance with the City's rules and regulations and City's capacity to serve.

5. City shall pay the cost of any lift station which may be required to provide sewer service along the Nevada Street sewer line to the Owner's Property. The decision as to the necessity of such lift station shall be left to the sole and reasonably exercised discretion of City.

6. The Property Owner and the City agree that the Property Owner shall be permitted to continue with his current activities and property usages as currently permitted by San Bernardino County Codes.

7. Redlands zoning codes allow two dwelling units on one parcel in the A-1 zone for properties of five acres or more in area.

8. The Property Owner shall have the right to rezoning as defined in the Redlands General Plan and ordinances when the Property Owner requests such change.

9. Property Owner shall defend, indemnify and hold City, elected officials, officers, employees, consultants and agents free and harmless from and against any and all claims, losses, damages and causes of action which arise out of or in connection with the City's entry into this agreement.

10. In the event any actions commence to enforce or interpret the terms or conditions of this agreement, the prevailing parties shall, in addition to any costs or other relief, be entitled to its reasonable attorneys' fees.

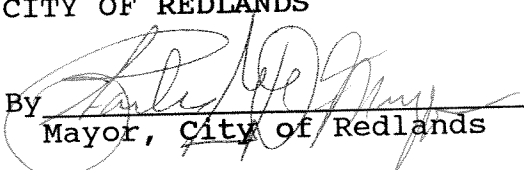
11. This agreement represents the entire agreement of the parties hereto as to the matters contained herein. This agreement may be amended by written agreement only, executed by both parties.

12. Each covenant, provision and restriction in this agreement shall be considered severable. It is expressly agreed by Property Owner and City that in the event any covenant, provision or restriction in this agreement is declared invalid or void for any reason, such declaration shall not affect any other covenant, provision or restriction herein. The void or invalid covenant, provision or restriction will be deemed not a part of this agreement, and the remainder herein shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first hereinabove written.

CITY OF REDLANDS

By


Mayor, City of Redlands

PROPERTY OWNER

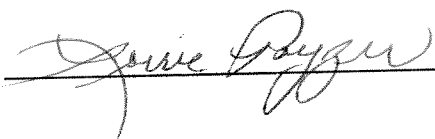
By


Property Owner

By

Property Owner

ATTEST:



ATTEST:
