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County of San Bernardino

Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2021-0234087

RECORDING REQUESTED BY:
PUBLIC WORKS DEPARTMENT
CITY OF REDLANDS

05/21/2021
08:00 AM
SAN

Titles: 1 Pages: 16

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	\$0.00
Total	\$0.00

T1585

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

**FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103**

CITY OF REDLANDS

PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT is made 11th day of May, 2021 ("Effective Date") by and between the City of Redlands, a municipal corporation, hereinafter referred to as "City," and LA Food Express, LLC, a California limited liability company, hereinafter referred to as "Developer." City and Developer are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Developer is the owner or authorized developer of property located in the City of Redlands and has received City approval for Conditional Use Permit No. 1139 (the "Project"), for which Developer is obligated to construct certain improvements (the "Improvements") as a condition of approval of the Project; and

WHEREAS, City desires to ensure that the Improvements will be constructed in a good and workmanlike manner and in accordance with City laws; and

WHEREAS, Developer acknowledges that it is familiar with the provisions of the Redlands Municipal Code and agrees to comply therewith;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Definition and Ownership of Improvements. The Improvements include but are not limited to the grading, paving, construction of curbs and gutters, storm drains and sanitary sewers, water lines, utilities, street lights and all appurtenant facilities associated with the Project that are shown in the plans, profiles and specifications that have been prepared by Developer and approved by City, and which are described in Exhibit "A." All Improvements constructed or

installed pursuant to this Agreement shall become the property of City, without payment therefor, upon acceptance of those Improvements by City.

2. Time for Completion. Construction of the Improvements shall be completed within twelve (12) months from the Effective Date of this Agreement. In the event Developer fails to complete construction of the Improvements within that time period, City may require Developer's surety to complete the Improvements, or City may complete construction of the Improvements and recoup its expenses for such work from Developer, or Developer's surety, as hereafter provided.

3. Developer's Obligations to Construct Improvements. Developer shall:

A. Complete the Improvements, at Developer's expense, in conformance with approved Improvement plans; provided, however, that the Improvements shall not be deemed to be completed until accepted by City as provided for in Section 18 hereof.

B. Furnish at Developer's expense the necessary materials, provisions and other supplies or equipment used for the Improvements, and a payment bond with respect to such work or labor for the completion of the Improvements in conformity with the Improvement Plans.

C. Acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the Improvements, or pay the cost of acquisition incurred by City. All rights-of-way, easements and other interests in real property shall be free and clear of liens and encumbrances. The Developer's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be the subject of a separate agreement between Developer and City. Developer shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorization to accommodate the Project.

D. Commence construction of the Improvements by the time established in Section 25 of this Agreement and complete the Improvements as required by Section 2, above, unless a time extension is granted by City.

4. Acquisition and Dedication of Property. If any of the Improvements contemplated by this Agreement are to be constructed or installed on property not owned by City or Developer, no construction or installation shall be commenced before:

A. The offer of dedication to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from property owner to allow construction or installation of the Improvements, or

B. The dedication to, and acceptance by, City of appropriate rights-of-way easements or other interests in real property, as determined by the Municipal Utilities and Engineering Director, or

C. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. Developer shall comply in all respects with the order of possession.

Nothing in this Section shall be construed as authorizing or granting an extension of time to Developer.

5. Security. Developer shall at all times guarantee Developer's performance by furnishing to City and maintaining good and sufficient security on forms approved by City for the purposes and in the amounts as follows:

A. To assure faithful performance of this Agreement in an amount of 100% of the estimated cost of the Improvements; and

B. To secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the Improvements, a bond in the amount of 50% of the estimated cost of the Improvements; and

C. To guarantee or warrant the Improvements for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimate cost of the Improvements.

D. Good and sufficient security in the amount of 100% of the estimated cost of setting Project monuments as stated previously in this Agreement in Section 3(e) for a period of one year plus thirty (30) days from acceptance of the Improvements by City's Municipal Utilities and Engineering Director.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced in this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: (1) comply with all the requirements for security in this Agreement, (2) be provided to the City Engineer for filing with the City Clerk, and upon filing (3) be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

6. Alterations to Improvement Plans.

A. Any changes, alterations or additions to the Improvement plans, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Developer shall not relieve the Improvement security given for faithful performance of this Agreement. In the event such changes, alterations or additions exceed 10% of the original estimated cost of the Improvements, Developer shall provide Improvement security for faithful performance as required by Section 5 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered or amended, minus any completed partial releases allowed by Section 8 of this Agreement.

B. Developer shall construct the Improvements in accordance with City standards in effect at the time of the Effective Date of this Agreement. City reserves the right to modify the standards applicable to the Project and this Agreement when necessary to protect the public safety or welfare or comply with applicable Federal or State law, or City ordinances. If Developer requests and is granted an extension of time for completion of the Improvements, City may apply the standards in effect at the time of the extension.

7. Inspection. Developer shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the Improvements Developer may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer, or the City's designated representative, determines that the work has been completed in accordance with this Agreement, then the designated representative shall certify the completion of the Improvements to the Municipal Utilities and Engineering Director/City Engineer. No Improvements shall be finally accepted unless all aspects of work have been inspected and completed in accordance with the Improvement plans. When applicable law requires an inspection to be made by City at a particular stage of the work of constructing and installing such Improvements, City shall be given timely notice of Developer's readiness for such inspection and Developer shall not proceed with additional work until the inspection has been made and the work approved. Developer shall bear all costs of inspection and certification. No Improvements shall be deemed completed until acceptance by the City.

8. Release of Securities. The securities required by this Agreement shall be released as follows:

A. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection b. hereof.

B. City may release a portion of the security given for faithful performance of Improvement work as the Improvement progresses upon application thereof by Developer; provided, however, that no such release shall be for an amount less than 25% of the total Improvement security given for faithful performance of the Improvement work and that the security shall not be reduced to an amount less than 50% of the total Improvement security given for faithful performance until final completion and acceptance of the Improvements. In no event shall the City Engineer authorize a release of the Improvement security which would reduce the security to an amount below 125% of that required to guarantee completion for the Improvement work and any other obligation imposed by this Agreement.

C. Security given to secure payment to the contractor, subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by City to be required to assure the performance of any other

obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

D. No security given for the guarantee or warranty for work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section 12, the warranty period shall not commence until final acceptance of the Improvements by City.

E. City may retain from any security released, an amount to sufficiently cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

9. Injury to Improvements, Public Property or Public Utilities' Facilities.

A. Developer shall replace or repair, or have replaced or repaired, as the case may be, all public Improvements, public utility facilities and surveying or Project monuments which are destroyed or damaged as a result of any work under this Agreement. Developer shall bear the entire cost of replacement or repairs of any and all public, or public utility, property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

B. Until such time as the Improvements are accepted by City, Developer shall be responsible for, and bear the risk of loss to, all of the Improvements. Until all Improvements required by this Agreement are fully completed and accepted by City, Developer shall be responsible for the care, maintenance of, and any damage to such Improvements. City shall not, nor shall any officer or employee thereof, be liable to or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Improvements required by this Agreement prior to the completion and acceptance of the Improvements. All such risks shall be the responsibility of, and are hereby assumed by, Developer.

10. Permits. Developer shall at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, and give all necessary notices and pay all fees and taxes required by law.

11. Default of Developer.

A. Default of Developer shall include, but not be limited to:

- (1) Developer's failure to timely commence construction of the Improvements;
- (2) Developer's failure to timely complete construction of the Improvements;
- (3) Developer's failure to timely cure any defect in the Improvements;
- (4) Developer's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;

- (5) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within thirty (30) days;
- (6) The commencement of a foreclosure action against the Project or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (7) Developer's failure to perform any other obligation under this Agreement.

B. City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by Developer. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required Improvements. The sums provided by the Improvement security may be used by City for the completion of the Improvements in accordance with the Improvement plans contained herein.

C. In the event of Developer's default under this Agreement, Developer authorizes City to perform such obligation twenty (20) days after mailing written notice of default to Developer and Developer's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Developer as may be on the site of the work and necessary for performance of the work.

D. Failure of Developer to comply with the terms of this Agreement shall constitute consent to the filing by City of a notice of violation against all lots in the Project, or to rescind the approval or otherwise revert the Project to acreage. The remedy provided by this subsection is in addition to, and not in lieu of, other remedies available to City. Developer agrees that the choice of remedy or remedies for Developer's breach shall be in the discretion of City.

E. In the event Developer fails to perform any obligation hereunder, Developer agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys other professionals and court costs.

F. The failure of City to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Developer.

12. Warranty. Developer shall guarantee or warrant the Improvements for a period of one (1) year after acceptance of the Project by City against any defective work or labor done or

defective materials furnished. If within the warranty period any work or Improvement, or part of any work or Improvement done, furnished, installed or constructed by Developer fails to fulfill any of the requirements of this Agreement or the Improvement plans or specifications referred to herein, Developer shall without delay and without cost to City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly in accordance with this requirement, Developer hereby authorizes City, at City's option to perform the work twenty (20) days after mailing written notice of default to Developer and to Developer's surety, and agrees to pay the cost of such work by City. Should City determine that an urgency requires repairs or replacements to be made before Developer can be notified, City may, in its sole discretion, make the necessary repair or replacement or perform the necessary work and Developer shall pay to City the cost of such repairs.

13. Developer Not Agent or Employee of City. Neither Developer nor Developer's agents, contractors or subcontractors are or shall be considered to be agents or employees of City in connection with the performance of Developer's obligations under this Agreement.

14. Environmental Warranty. Prior to the acceptance of any property dedications or Improvements by City, Developer shall certify and warrant that neither the property to be dedicated nor Developer are in violation of any environmental law and neither the property to be dedicated nor the Developer are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Developer nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Developer's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Developer shall give prompt written notice to City at the address set forth herein of:

A. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

B. Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

C. Developer's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

15. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the

Parties, or from entering into agreements with other Developers for the apportionment of costs of the Improvements pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit City to any such apportionment.

16. Developer's Obligation to Warn Public During Construction. Until final acceptance of the Improvements, Developer shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take reasonable actions to protect the public from such dangerous condition.

17. Vesting of Ownership. Upon formal final acceptance of Improvements by City, ownership of the Improvements constructed pursuant to this Agreement shall vest in City.

18. Final Acceptance of Work. Acceptance of work on behalf of City shall be made by the Municipal Utilities and Engineering Director after final completion and inspection of all Improvements. Such acceptance shall not constitute a waiver of defects by City.

19. Compliance with Laws. Developer and its agents, employees, contractors and subcontractors shall comply with all applicable Federal, State and local rules, laws and regulations in constructing the Improvements and including, but not limited to, all applicable Labor Code laws.

20. Insurance.

A. Developer's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Developer for the duration of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Developer shall provide City with Certificates of Insurance evidencing such insurance within fifteen (15) days of the Effective Date of this Agreement.

B. Worker's Compensation and Employer's Liability. Developer shall have Worker's Compensation and Employer's Liability insurance in force throughout the duration of this Agreement in an amount which meets statutory requirements. Developer shall execute and provide City with Exhibit "B" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.

C. Comprehensive General Liability Insurance. Developer shall secure and maintain in force throughout the duration of the Agreement comprehensive general liability insurance covering all work under this Agreement, including work done by subcontractors, with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

D. Business Auto Liability Insurance. Developer shall have business auto liability coverage, with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Developer owned vehicles used on the Project, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

21. Indemnity/Hold Harmless.

A. City and any official or employee thereof shall not be liable for any injury to persons or property occasioned by reasons of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement. Developer further agrees to protect, defend, indemnify and hold harmless City, and its officials and employees from any act or omission by developer or its employees or agents, in connection with the work performed pursuant to this Agreement except for all claims, losses, damages, causes of action, injuries and/or liabilities to City and/or third parties caused by the active negligence of City. This indemnification and Agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of the Subdivision, and the public Improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public Improvements. Acceptance by City of the Improvements shall not constitute an assumption by City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the Improvements pursuant to the Improvement plans, regardless of any negligent action or inaction taken by City in approving the plans, unless the particular Improvement design was specifically required by City over written objection by Developer submitted to the City Engineer before approval of the particular Improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

B. After acceptance of the Improvements, Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Developer shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this section that Developer shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The Improvement security shall not be required to cover the provisions of this paragraph.

C. Developer shall reimburse City for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs) incurred by City in enforcing the provisions of this section.

D. In the event City tenders defense and indemnification pursuant to the provision set forth in subsection (a) above, and Developer wrongfully delays acceptance of the tender of the indemnification beyond the date specified in the tender of defense and indemnification demand, and based on City's costs necessitated by having to undertake its own defense and utilize the services of its own employees in the defense of any such claim, Developer shall be charged two hundred fifty (\$250) dollars per day from the date tender should have been accepted until the date tender is finally accepted to reimburse City for all of its defense related expenses, including the value of all time required by City employees to defend City during the time that tender should have been but was not accepted.

22. Personal Nature of Developer's Obligations. All of Developer's obligations under this Agreement are and shall remain the personal obligations of Developer notwithstanding a transfer of all or any part of the property within the Project subject to this Agreement, and Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Project or any other third party without the express written consent of City.

23. Sale or Disposition of Project. Developer may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, Developer may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve Developer of the obligations under Section 22 for the work or Improvements done by Developer.

24. Time is of the Essence. Time is of the essence in the performance of this Agreement.

25. Time for Commencement of Work; Time Extensions. Developer shall commence construction of the Improvements required by this Agreement not later than three (3) months after the Effective Date of this Agreement. In the event good cause exists as determined by the Municipal Utilities and Engineering Director, the time for commencement of construction or completion of the Improvements hereunder may be extended for a period not exceeding a total of two additional years. The extension shall be in writing and executed by the Municipal Utilities and Engineering Director. Any such extension may be granted without notice to Developer's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The Municipal Utilities and Engineering Director shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension. Delay, other than delay in the commencement of work, resulting from an act of City, act of God, by storm or inclement weather, strikes, boycotts or similar political actions which prevent the conducting of work, which Developer could not have reasonably foreseen, and furthermore was not caused by or contributed to by Developer, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the Municipal Utilities and Engineering Director may require Developer to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the Municipal Utilities and Engineering Director.

26. Certificate of Satisfaction. The City Manager may, upon the determination of the Municipal Utilities and Engineering Director that Developer has fully satisfied the obligations secured by this Agreement, at the request of Developer, execute and record a Certificate of Satisfaction in the official records of the County of San Bernardino evidencing Developer's compliance with, and satisfaction of, all obligations under this Agreement. Developer shall be responsible for the payment of all City costs associated with the preparation and recordation of such a certificate.

27. No Vesting of Rights. Performance by Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.

28. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice in accordance with this section:

Notice to City:	Municipal Utilities and Engineering Department Director City of Redlands PO Box 3005 Redlands, CA 92373
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Notice to Developer:	LA Food Express, LLC Attn: Hai Zaidul, Franchise Owner & Operator 303 Baseline Street San Bernardino, CA 92410
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29. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

30. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

31. Litigation. In the event that any action is commenced to enforce or interpret the terms of this Agreement the prevailing Party shall, in addition to costs and other relief, be

entitled to litigation costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

32. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

33. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

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

35. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of San Bernardino, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of its Effective Date.

DEVELOPER

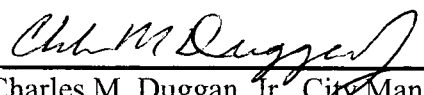
CITY OF REDLANDS

LA Food Express, LLC,
a California limited liability company

By: 

HAI SERIM Zaidul, Franchise Owner & Operator
SEE ATTACHED CA - NOTARY DOCUMENT
MAY 12th 2021

ATTEST:

By: 

Charles M. Duggan, Jr., City Manager


Jeanie Donaldson, City Clerk

(Notary attachment and proof of authorization
for all signatures required and must be attached)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On May 20, 2021 before me, Diana Rains, Notary Public,
(Here insert name and title of the officer)

personally appeared Charles M. Duggan, Jr. and Jeanne Donaldson,
who 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 in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

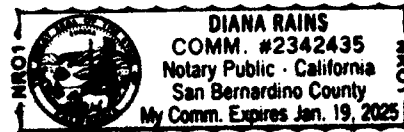
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Diana Rains

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Public Improvement Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CITY OF REDLANDS
PUBLIC IMPROVEMENT AGREEMENT
EXHIBIT "A"

CUP No. 1139

The following plans are on file in the office of the Municipal Utilities and Engineering Department (MUED):

<u>Description</u>	<u>Drawing No.</u>	<u>No. of Sheets</u>
Street Improvement Plan	2336-ST	03
Striping Modification Plan	2336-TS	01
Streetlight Plan	2336-SL	01
Street Tree Plan	2336-TP	01
Water Improvement Plan	D-60732	02
Sewer Improvement Plan	F-1850	02

EXHIBIT "B"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

☒ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

☐ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

LA Food Express, LLC
a California limited liability company

Date: 5-12-2021

By: 
Hai Zaidul, Franchise Owner & Operator