

89-206027

Recording requested by:
the UTILITIES DIRECTOR

When Recorded, Mail to:
the CITY CLERK'S OFFICE
City of Redlands
P. O. Box 3005
Redlands CA 92373

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RECORDED IN
OFFICIAL RECORDS

89 JUN -7 AM 10:53

SAN BERNARDINO
CO. CALIF.

AGREEMENT FOR REIMBURSEMENT OF UTILITY CHARGES

This Agreement is made and entered into this
2nd day of May, 1989 by and between the City of
Redlands, a municipal corporation (hereinafter referred to as
"City") and Deane Properties, (hereinafter referred to as
"Deane").

RECITALS

WHEREAS, on February 17, 1988, in connection with
the development of its Brookside Plaza Shopping Center, Deane
paid to City \$5,690 for the City's water source acquisition
charge and \$41,880 for City's water capital improvement
charge; and

WHEREAS, Deane has now decided to utilize a well at
the northeast corner of the property comprising the shopping
center to provide irrigation water for landscaping located on
the property; and

WHEREAS, Deane's irrigation system is connected to an on-site domestic water system which is valved to allow use of city water to supplement the water supply from the well in the event the well becomes inoperable; and

WHEREAS, City has determined that the proportional share of the water source acquisition charge and water capital improvement charge paid by Deane for the purpose of irrigating landscaping is \$5,112 and \$37,625, respectively; and

WHEREAS, the estimated water flow for irrigation purposes upon which City's utility charges are based is 48,900 cubic feet per month; and

WHEREAS, City has determined that as a result of Deane connecting the on-site domestic water system to allow use of City water to supplement the water supply from the well, that Deane's proportional share of charges for water used in connection with the irrigation of its landscaping is based on 44,010 cubic feet per month; and

WHEREAS, Deane has certified that its irrigation well is operating and that the irrigation system's connection to the on-sight domestic system has been metered by the installation of a city-approved meter by Deane to ensure the proper calculation of city water that passes through the domestic system into the irrigation system;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City of Redlands and Deane Properties agree as follows:

AGREEMENT

1. Reimbursement of Charges. City shall reimburse to Deane the sum of \$38,464 as its proportioned share of charges for water used in connection with the irrigation of its landscaping at the Brookside Plaza Shopping Center.

2. Increase In Estimated Flow and System Repair.
In the event Deane's annual use of water as determined by City readings of the meter connecting the irrigation system exceeds twenty (20) percent of the estimated flow of 48,900 cubic feet per month in any calendar year, Deane shall pay to City both the then existing water capital improvement charge and the water source acquisition charge for the actual flow in excess of 4890 cubic feet per month; provided, however, any water supply by City to Dean during a period in which Deane's irrigation system well is totally inoperable shall not be included in the calculation in the annual use of water used to determine excess usage. If, however, the irrigation system well is totally inoperable for more than ninety (90) calendar days during any period of twelve (12) consecutive months,

annual use of water shall be deemed to exceed the limitation set forth above in the calendar year in which the ninety-first day falls. Deane shall notify the Utilities Director of the City within seven (7) calendar days after the beginning of any period in which the irrigation system well is totally inoperable, with a written request and report as to the cause and extent of the inoperability of the irrigation system well and the schedule of repairs to render the well operable. The parties acknowledge that ninety (90) calendar days is a reasonable period of time during which the irrigation system well can be repaired; however, the parties further acknowledge that circumstances beyond the control of Deane may cause a delay that may prevent repair of the irrigation system well within said ninety (90) calendar days and that strict application of this limitation may create an injustice to Deane. In the event such a delay occurs, Deane shall notify the City and request the City consider an extension of the 90 day limitation. The City may, in its sole discretion, grant Deane an extension or require Deane to pay the water capital improvement charge and water source acquisition charge provided for herein. Deane shall file that notice with the Utilities Director of the City within seven (7) calendar days after the beginning of any delay and describe both the cause and extent of the delay in detail. Failure by Deane to file the notice within the time specified, will be considered grounds for refusal by City to consider an extension.

3. Other Charges. Deane shall pay City its customer service charge and commodity charges, or their equivalent, on a bi-monthly basis when billed by City in accordance with standard City billing policy.

4. Notification. In the event Deane's on-site well becomes inoperable Deane shall immediately notify City of the same.

5. Binding Effect. This Agreement shall run with the property described herein and the rights and obligations created herein shall be binding upon heirs, successors and assigns to the parties. City shall have the right to record this Agreement in the official records of the County of San Bernardino.

6. Attorney's Fees. 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 or other relief, be entitled to its reasonable attorney fee.

CITY OF REDLANDS

By: Carol Desovich
Mayor, City of Redlands

ATTEST:

James Boyer
City Clerk,
City of Redlands

DEANE PROPERTIES

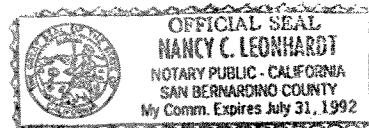
By [Signature]Title: Partner

State of California)
) ss.
 County of San Bernardino)

On this 3rd day of May,
 1989, before me, Nancy C. Leonhardt, the undersigned
 Notary Public, personally appeared Larry E. Deane
 personally known to me/proved to me on the basis of satisfac-
 tory evidence to be the person(s) who executed the within
 instrument as Partner or on behalf of the
 corporation therein named, and acknowledged to me that the
 corporation executed it.

WITNESS my hand and official seal.

Nancy C. Leonhardt
 Notary's Signature



(SEAL)