

RECORDING AT THE REQUEST OF
CHICAGO TITLE CO.

RECORDING REQUESTED BY:
PUBLIC WORKS DEPARTMENT
CITY OF REDLANDS

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

Recorded in Official Records, County of
San Bernardino, Larry Walker, Recorder

35.00

Doc No. 20010411304

11:18am 09/11/01

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CITY OF REDLANDS

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is made this 4th day of September, 2001, by and between the City of Redlands, a municipal corporation, hereinafter referred to as "City," and ~~Sunset Hills Estates, LLC~~ hereinafter referred to as "Developer."

RECITALS

WHEREAS, Developer is the owner of certain property located in the City of Redlands and generally known as Tract No. 14790-3 (the "Subdivision") and Developer is obligated to construct certain improvements (the "Improvements") therefor as a condition of approval of the Subdivision; and

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

WHEREAS, Developer acknowledges that it is familiar with the provisions of the Redlands Municipal Code and the State Subdivision Map Act (Government Code sections 66410 et. seq.) and agrees to comply therewith; and

WHEREAS, a final map for the Subdivision has been prepared pursuant to the Redlands Municipal Code and the State Subdivision Map Act, and has been filed by Developer for consideration by the City Council of City;

NOW, THEREFORE, in consideration of the approval and acceptance by the City Council of the City of the final map for the Subdivision, and the promises contained herein, the parties hereto mutually agree as follows:

1. General Requirements. Developer shall, at its own cost and expense, construct and complete the Improvements to the satisfaction of City within twelve (12) months from the date of Developer's execution of this Agreement, and at an estimated cost of One Million Eight Hundred Eleven Thousand Dollars (\$1,811,000.00), including the cost of plan checking and inspection.

2. 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 Subdivision that are shown in the plans, profiles and specifications that have been prepared by Developer's engineer and approved by City, and which are attached hereto as Exhibit "A." No work on the Improvements shall be commenced by Developer until such plans, profiles and specifications have been approved by City and permits issued. The cost of plan checking and inspection incurred by City shall be paid by Developer. 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.

3. Time of Completion. Construction of the Improvements shall be completed within twelve (12) months from the date of Developer's execution 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.

4. **Surety Bond.** Concurrent with Developer's execution of this Agreement, Developer shall file with City appropriate security pursuant to Government Code section 66499.3, in the form and amount determined by City, to guarantee Developer's performance of this Agreement and Developer's compliance with the provisions of the Redlands Municipal Code. Developer shall also file a bond with City to guarantee payment to Developer's contractors, subcontractors and to all persons providing equipment or furnishing labor or materials to Developer for the Improvements. The bond shall be in the amount required by City in accordance with Sections 66499 through 66499.10 of the Government Code.

5. **Effective Date.** This Agreement shall not become effective unless and until the final map for the Subdivision is approved by City and accepted for recordation by the County Recorder of the County of San Bernardino.

6. **Liability for Nonperformance.** Neither City nor its elected officials, officers, employees or agents shall be liable to Developer or Developer's contractors, agents or employees for any error or omission by Developer arising out of or in connection with any work performed pursuant to this Agreement.

7. **Liability for Personal Injuries.** City shall not be liable to Developer or to any other person, firm or corporation for any injury or damage resulting to any person or property by or from any cause whatsoever in, on or about the Subdivision.

8. **Release and Indemnification.** Developer shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, however caused and whenever the same may occur, resulting directly or indirectly from the performance or nonperformance of any or all work done in and upon the street rights-of-way in the Subdivision, and upon the premises adjacent thereto, and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs loss, damage and liability, however caused and whenever the same may occur, either directly or

indirectly from Developer, or Developer's agents, employees and subcontractors while engaged in the performance of such work.

Prior to commencing construction of the Improvements, Developer's contractors shall furnish to City satisfactory evidence of an insurance policy, on an occurrence basis, written upon a form and by a company which meets with the approval of City, naming City, its elected officials, officers, agents and employees as additional insureds against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. Such insurance shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. The minimum limits of such policy shall be in the amount of One Million Dollars (\$1,000,000) for the death of or injury to any person in any one incident, and Two Million Dollars (\$2,000,000) in the aggregate, and Five Hundred Thousand Dollars (\$500,000) for property damage for any one incident. The policy shall be in favor of Developer and City, its officers, agents and employees, and shall be maintained in full force and effect during the term of this Agreement. The policy shall state by its terms and by an endorsement that the policy shall not be canceled or modified unless City shall have had at least 45 days' prior notice in writing of such cancellation or modification.

9. Liability of Developer. Developer agrees that the use for any purpose and by any person of any and all of the Improvements shall be at the sole and exclusive risk of Developer at all times prior to final acceptance by City of the Improvements; provided, that acceptance by City shall in no way eliminate or lessen any of Developer's obligations contained in this Agreement. The issuance of any occupancy permits by City for dwellings located within the Subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the Improvements in the Subdivision.

10. Developer's Expenses. Developer shall pay for the following expenses:

a. Developer and its subcontractors shall pay for any materials, provisions and other supplies

or equipment used for the Improvements and for a payment bond with respect to such work or labor, as required by Civil Code Section 3247.

b. The Improvements shall be constructed under the inspection of and subject to the approval of the City Engineer. The cost of inspections shall be paid by Developer.

11. Approval by City Engineer. City Engineer shall have the right to reject any or all of the Improvements if Improvements do not conform with the plans and specifications described herein or the ordinances of City. Any damage to the sewer system, utilities, concrete work, street paving or other improvements that occurs after installation shall be made good to the satisfaction of the City Engineer by Developer before release of bond or final acceptance of completed work.

12. Obligations of Developer. Developer's plans, specifications, completion of the work and other acts relating to construction of the Improvements are subject to approval of City. It is agreed by Developer that any approval by City shall in no way relieve Developer of satisfactorily performing such work or its obligations hereunder. The construction of the Improvements shall be done in accordance with the plans and specifications prepared by Developer, with City standard specifications and consistent with the provisions of the Redlands Municipal Code. Developer warrants that its plans and specifications conform to City standard specifications and with the provisions of the Redlands Municipal Code, and that they are adequate to accomplish the work in a good workmanlike manner and in accordance with sound construction practices.

13. Warranty. Developer warrants and guarantees the materials used and workmanship performed for the Improvements for a period of three (3) years after completion and acceptance thereof by the City Engineer.

14. Notice of Completion. Developer shall file a Notice of Completion of the improvements herein specified and shall concurrently mail a copy to the City Engineer.

15. Certification of Satisfactory Completion. Upon the satisfactory completion of the Improvements by Developer, the City Engineer shall certify that the work of said Improvements has been satisfactorily

completed.

16. Assignment. This Agreement shall not be assignable without the written consent of City.

17. Filing of Record Drawings. Upon completion of the work and subsequent to the acceptance of the work by City, Developer shall supply City with one mylar (4 mils) set of record drawings, certified by the County Recorder. These drawings shall be certified as being record drawings and shall reflect the work as actually constructed, with all changes incorporated therein.

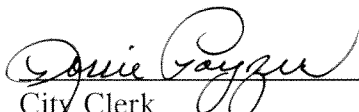
18. Attorneys' Fees. In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.

Executed on _____, at Redlands, California.

CITY OF REDLANDS

ATTEST:

By: 
Mayor


City Clerk

DEVELOPER -- SUNSET HILLS ESTATES, LLC
a California Limited Liability Company

By: 
Nicholas J. Coussoulis
Member

By: _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on September 4, 2001, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Pat Gilbreath and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK



By: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

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CAPACITY CLAIMED BY SIGNER(S)

- { } **Individual(s) signing for oneself/themselves**  
{ } **Corporate Officer(s)**  
Title(s) \_\_\_\_\_  
Company \_\_\_\_\_  
{ } **Partner(s)**  
Partnership \_\_\_\_\_  
{ } **Attorney-In-Fact**  
Principal(s) \_\_\_\_\_  
{ } **Trustee(s)**  
Trust \_\_\_\_\_  
{ x } **Other**  
Title(s): Mayor and City Clerk  
Entity Represented: City of Redlands, California

~~~~~  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Subdivision Improvement Agreement - Sunset Hills Estates
Date of Document: September 4, 2001
Signer(s) Other Than Named Above: Nicholas J. Coussoulis

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

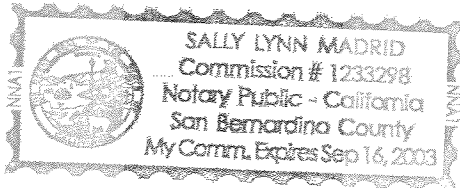
State of CALIFORNIA

County of San Bernardino

On August 13, 2001 before me, Sally Lynn Madrid, Notary Public
DATE NAME, TITLE OF OFFICER, (e.g., "JANE DOE, NOTARY PUBLIC")

personally appeared Nicholas J. Coussoulis
NAME(S) OF SIGNER(S)

☒ personally known to me -OR- ☐ 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.



WITNESS my hand and official seal.

Sally Lynn Madrid
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)

**CALIFORNIA NOTARY/ ILLEGIBLE NOTARY SEAL/ ILLEGIBLE DOCUMENT
3-In-One Form**

STATE OF CALIFORNIA

}SS

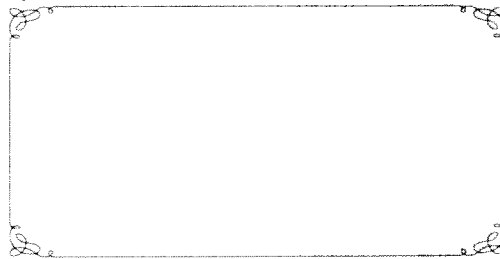
COUNTY OF _____

}

On _____ before me, _____, personally appeared _____, personally known to me (or 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature _____



(This area for official notary seal)

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: Sally Lynn Madrid

DATE COMMISSION EXPIRES: September 16 ~~2003~~ 2003

COUNTY WHERE BOND IS FILED: San Bernadino

COMMISSION NUMBER: 1233298

PLACE OF EXECUTION: San Bernardino DATE: 9-11-01

SIGNATURE: Gai O Briant

I certify under penalty of perjury under the laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

PLACE OF EXECUTION: _____ DATE: _____

SIGNATURE OF DECLARANT _____

CITY OF REDLANDS

SUBDIVISION IMPROVEMENT AGREEMENT

EXHIBIT "A"

TRACT NO. 14790-3

<u>Description</u>	<u>Drawing No.</u>	<u>Approval Date</u>	<u>No. Of Sheets</u>
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The following plans are on file in the office of the Municipal Utilities Director:

Water Improvement Plans	D-60535		5
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The following plans are on file in the office of the Public Works Director:

Street Improvement Plans	1609	08/21/01	14
Storm Drain			
Street Lighting			