

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

c/o City Clerk's Office
Redlands Redevelopment Agency
PO Box 3005
Redlands, CA 92373

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91-254693

RECORDED IN
OFFICIAL RECORD

1991 JUL -5 PM 3:52

SAN BERNARDINO
CO., CALIF.

(Space Above for Recorder's Use Only)

**CERTIFICATE OF COMPLETION
FOR CONSTRUCTION AND DEVELOPMENT**

RECITALS

The Agency is executing this document on the basis of the following facts, understandings and intentions:

WHEREAS, by an Owner Participation Agreement ("Agreement") dated September 4, 1990, by and between the Redevelopment Agency of the City of Redlands, a public body, corporate and politic (hereinafter referred to as the "Agency"), and Victoria and Michael R. Hargrave (hereinafter referred to as the "Owner"), the Owner has developed the Site described on the attached Exhibit "A", (the "Site") by reconstructing, or causing to be reconstructed and expanded thereon, a building for a garden supply and nursery business and related improvements according to the terms and conditions of the Agreement; and

WHEREAS, as referenced in the Agreement, promptly after completion of all construction to be completed by the Owner upon the Site, the Agency shall furnish the Owner with a Certificate of Completion upon written request therefor by the Owner; and

WHEREAS, the issuance by the Agency of the Certificate of Completion shall be conclusive evidence that the Owner has complied with the terms of the Agreement pertaining to the development of,

and the construction of improvements on, the Site; and

WHEREAS, the Owner has requested that the Agency furnish the Owner with the Certificate of Completion; and

WHEREAS, the Agency has conclusively determined that the construction and development on the Site as required by the Agreement has been satisfactorily completed.

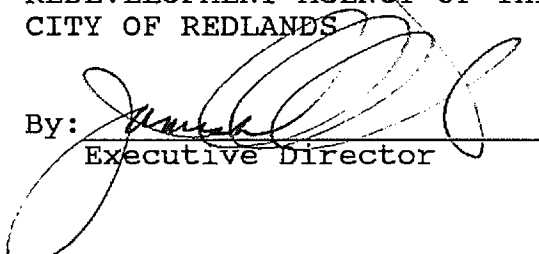
NOW, THEREFORE:

1. As provided in the Agreement, the Agency does hereby certify that development of, and construction on, the Site has been fully and satisfactorily performed and completed, and that such development and construction is in full compliance with the Agreement.

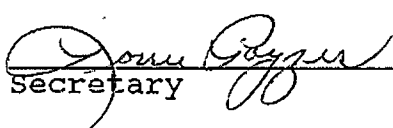
2. This Certificate of Completion shall not constitute evidence of compliance with, or satisfaction of, any obligation of the Owner to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the improvements or any part thereof. Nothing contained herein shall modify in any way any other provision of the Agreement.

IN WITNESS WHEREOF, the Agency has executed this Certificate of Completion this 11th day of June, 1991.

REDEVELOPMENT AGENCY OF THE
CITY OF REDLANDS

By: 
Executive Director

ATTEST:

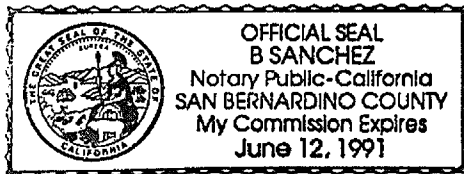

Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this 11th day of June in the year 1991,
before me personally appeared James D. Wheaton,
known to me to be the Executive Director, and
Lorrie Poyzer, known to me to be the Secretary, of the
Redevelopment Agency of the City of Redlands, and known to me to be
the persons who executed the within instrument on behalf of said
public corporation, and acknowledged to me that such public
corporation executed the same.

WITNESS my hand and official seal.

B. Sanchez
Notary Public



GRIGSBY BROTHER'S BUILDING

LEGAL DESCRIPTION

PARCEL NO. 1

The West 194 feet of Lot 16, according to Map of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Lot 28, Block 77, Rancho San Bernardino, in the City of Redlands, County of San Bernardino, State of California, as per plat recorded in book 8 of Maps, page 62, records of said County.

SAVINGS and excepting therefrom any portion, if any, thereof lying within Stuart Avenue.

PARCEL NO. 2

Lot 17, according to Subdivision of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Lot 28, Block 77, Rancho San Bernardino, in the City of Redlands, County of San Bernardino, State of California, as per plat recorded in Book 8 of Maps, page 62, records of said County.

SAVING AND EXCEPTING therefrom that portion described as follows:

Beginning at the Southeast corner of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Lot 28, Block 77, Rancho San Bernardino; thence West 136 feet; then North 70 feet; thence West 0.5 feet; thence North 60 feet to the North line of said Lot 17; thence East 136.5 feet to a point in the East line of said East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of said Lot 28, Block 77; thence South 130 feet to the point of beginning.

MINUTES

of a regular meeting of the Redevelopment Agency of the City of Redlands held in the Council Chambers, 212 Brookside Avenue, on September 4, 1990, at 4:04 P.M.

PRESENT

Charles G. DeMirjyn, Chairman
William E. Cunningham, Member
Swen Larson, Member
Dee Ann Milson, Member

John E. Holmes, Executive Director
Daniel J. McHugh, Agency Attorney
Norman McMenemy, Agency Director
Lorrie Poyzer, Agency Secretary
Pamela Fitzsimmons, The Sun
Jeff Dillon, Redlands Daily Facts

ABSENT

Carole Beswick, Vice Chairman

Minutes of the meeting of August 15, 1990, were approved as submitted.

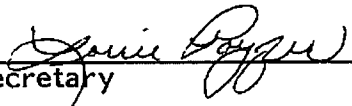
Grigsby Bros.
Buildings



Executive Director Holmes reported the Agency staff has met with the owners of "Grigsby Bros." and reviewed their proposals to upgrade their buildings and premises to provide for expansion of their business as a nursery. The Hargrave Owner Participation Agreement is an excellent vehicle through which the Agency goals can be realized through assisting current business owners within the Redevelopment Area. Mr. Cunningham moved to authorize the execution of the Owner Participation Agreement with Victoria and Michael Hargrave for the redevelopment of the Grigsby Bros. buildings. Motion seconded by Mrs. Milson and carried by AYE votes of all present.

There being no further business, the meeting adjourned at 4:05 P.M.

Next regular meeting, September 18, 1990.


Secretary

OWNER PARTICIPATION AGREEMENT
(GRIGSBY BROTHERS' BUILDING)

BY AND BETWEEN THE REDEVELOPMENT AGENCY
OF THE CITY OF REDLANDS,

Agency

AND

VICTORIA AND MICHAEL R. HARGRAVE

Owner

September 4, 1990

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OWNER PARTICIPATION AGREEMENT

GRIGSBY BROTHERS' BUILDING

1. PARTIES AND DATE.

THIS AGREEMENT ("Agreement" or "OPA") is entered into as of the 4th. day of September, 1990, by and between THE REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS (the "Agency") and VICTORIA and MICHAEL R. HARGRAVE, husband and wife, doing business as Grigsby Brothers' (collectively the "Owner").

2. RECITALS.

The parties enter into this Agreement on the basis of the following facts, understandings and intentions:

WHEREAS, the Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the Agency desires to further effectuate the Redevelopment Plan for the Redlands Redevelopment Project by assisting in the reconstruction and expansion of a building containing a garden supply and nursery business and related improvements within the boundaries of the Redlands Redevelopment Project Area (the "Project Area"); and

WHEREAS, the Redlands Redevelopment Plan provides for the participation by an owner of property within the Project Area if the owner of such property agrees to enter into an agreement with Agency to effectuate such participation for redevelopment of the property in conformity with the Redevelopment Plan; and

WHEREAS, the Owner represents that Owner has the necessary expertise, experience and financial capabilities to fulfill the terms and conditions of this Agreement and desires to reconstruct and expand a building for a garden supply and nursery business within a portion of the Redlands Redevelopment Project Area described herein as the "Site".

NOW, THEREFORE, the parties hereto agree as follows:

3. GENERAL.

3.1 Purposes of the Agreement. The purpose of this Agreement is to effectuate the Redevelopment Plan for the Redlands Redevelopment Project by providing for the reconstruction and expansion of a building on the Site for a garden supply and nursery business, and related improvements (the "Project").

3.2 The Redevelopment Plan. The Redevelopment Plan for the Redlands Redevelopment Project was approved and adopted by the City Council of the City of Redlands by Ordinance No. 1500 on September 26, 1972. The Redevelopment Plan was last amended by Ordinance No. 175 on February 17, 1976. This Agreement shall be subject to the provisions of the Redevelopment Plan which is incorporated herein by this reference and made a part hereof as though fully set forth herein.

3.3 The Redlands Redevelopment Project Area. The Redlands Redevelopment Project Area is located in the City of Redlands, California, the exact boundaries of which are specifically described in the Redevelopment Plan, incorporated herein by reference and made a part hereof.

3.4 The Site. The Site is owned by the Owner and is located within that portion of the Redlands Redevelopment Project Area illustrated on the "Site Map" attached hereto and incorporated herein as Attachment No. 1. The Site is legally described in the Legal Description attached hereto and incorporated herein as Attachment No. 2.

3.5 Cooperation. The parties recognize that the timely fulfillment of this Agreement will require coordination of efforts. The parties shall cooperate fully in their endeavors to fulfill the requirements of this Agreement, supplying information one to the other as may be necessary from time to time in order to expedite fulfillment. The party responsible for fulfilling a particular requirement shall do so without cost or expense to the other party, unless otherwise expressly required herein.

4. PARTIES TO THE AGREEMENT.

4.1 The Agency. The Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.). The office of the Agency is located at 30 Cajon, 2nd floor, Redlands, California 92373. The "Agency," as used in this Agreement, includes the Redlands Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

4.2 The Owner.

1. Identification. The Owner consists of Victoria and Michael R. Hargrave, husband and wife, doing business as Grigsby Brothers'.

Notwithstanding any other provisions hereof, all of the terms, covenants and conditions of this Agreement shall be binding upon, and shall inure to, the benefit of the Owner and the permitted successors and assigns of the Owner. Wherever the term "Owner" is used herein, such term shall include any such permitted successors and assigns as provided herein.

2. Assignments. Prior to the termination of this Agreement, the Owner shall not, except as permitted by this Agreement, transfer, assign or release the whole or any part of the Site or any improvement thereon without the prior approval of the Agency, which approval shall not unreasonably be withheld. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site.

In the absence of specific written agreement by the Agency, no such transfer, assignment or approval by Agency shall be deemed to relieve the Owner from any obligations under this Agreement as to any portion of the Site.

3. Qualifications. The qualifications and identity of the Owner are of particular concern to the City and the Agency, and it is because of these qualifications and identity that the Agency has entered into this Agreement with the Owner. No voluntary or involuntary successor in interest of the Owner shall acquire any rights or powers under this Agreement, except with

the approval of the Agency, which approval shall not be unreasonably withheld.

5. DEVELOPMENT OF THE SITE.

5.1 Intent. Agency acknowledges that the Owner has acquired the Site with the intent to reconstruct and expand a building on the Site for a nursery and garden supply business. Although Owner is not obligated to do so, this Agreement does not preclude the Owner from constructing additional structures or buildings on the Site at a later date.

5.2 Scope of Development. The Site shall be graded to allow for proper drainage, paved, lighted and landscaped according to the City of Redlands Municipal Code. All work performed by or on behalf of the Owner shall be undertaken only after securing any necessary permits and approvals from appropriate governmental agencies and shall be consistent with plans and specifications approved by the Agency. Such plans and specifications shall be attached to this Agreement as Attachment No. 5 and incorporated herein by reference prior to the commencement or continuation of any work of improvement on the Site.

5.3 Cost of Construction. The cost of developing and constructing all on-site and off-site improvements shall be borne solely by the Owner, except for any work to be paid for by the Agency or others as expressly set forth in Section 5.4 of this Agreement.

5.4 Agency's Financial Contribution. The Agency shall reimburse the Owner for Owner's costs incurred in the

construction of certain improvements in an amount not to exceed \$41,973.00 in accordance with the following:

<u>Item of Public Improvement</u>	<u>Amount</u>
Sewer Capital Improvement Fee	\$ 1,500.00
Sewer Frontage Fee	\$ 3,315.00
Water Capital Improvement Fee	\$ 1,930.00
Water Source Acquisition Fee	\$ 560.00
Planning Commission Review and Approval	\$ 880.00
Public Works CRA Review	\$ 550.00
Building Department Plan Check	\$ 181.00
Grading Plan Check	\$ 57.00
Engineering Design for Street and Water	\$ 3,000.00
Twelve Inch Water Line	\$13,500.00
Sidewalk, Curb, Gutter, Under Grounding	\$16,000.00
Water Meter	<u>\$ 500.00</u>
TOTAL	\$41,973.00

Any cost or expense for the above items of improvement work in excess of said \$41,973.00 shall be the sole responsibility of the Owner unless otherwise agreed to in writing by the Agency.

All Agency payments for the cost of improvement work shall involve the following procedures:

(a) The Owner shall submit to the Agency for the Agency's review and approval, a copy of (i) each paid invoice and receipt for fees or processing charges to be paid by the Agency pursuant to this Agreement, and (ii) each contract between the Owner and various contractors or sub-contractors for the construction of improvements required to be paid by the Agency pursuant to this Agreement. If the Agency disapproves of all or any part of an invoice, receipt or contract submitted to it, the Agency shall within fifteen (15) days notify the Owner in writing of the reasons for such disapproval and, if appropriate, shall notify the Owner of any action that must be taken in order to

secure approval of such disapproved invoice, receipt, contract or portion thereof.

(b) With respect to each approved contract, the Owner shall submit to the Agency for the Agency's review and payment request(s) for payment including descriptions of, and invoices for, works of improvement completed pursuant to and consistent with the approved contract. Such requests for payments shall be submitted on a monthly basis on the twenty-fifth (25th) day of each month, and shall cover all works of improvement completed for the preceding monthly period ending on the twentieth (20th) day of such month. The Agency shall approve or disapprove of such requests for payments within five (5) days after receipt. If the Agency disapproves of all or any portion of any requests for payment, the Agency shall promptly notify the Owner in writing of the reasons for such disapproval and, if appropriate, shall notify the Owner of any action that must be taken in order to secure approval of such disapproved request for payment or any portion thereof. All approved requests for payment shall be processed and paid by the tenth (10th) day of the next month following submission. The Agency shall withhold ten percent (10%) of each monthly payment and shall retain such amount until not less than thirty-five (35) days after the work to be paid for by the Agency has been fully completed and has been delivered and accepted by both the Owner and the City of Redlands.

(c) With respect to each approved invoice or receipt, the Agency shall pay to the Owner the amount required to be paid by the Agency pursuant to this Agreement within thirty (30) days after receipt of the paid invoice or receipt.

5.5 Permits. Within the times set forth in the Schedule of Performance, the Owner shall apply for, and diligently pursue, such permits as may be required in order to allow it to construct the Project. The Agency shall join and cooperate with the Owner to the extent necessary and appropriate, in all such applications in an attempt to secure the same as expeditiously as possible. In the event that the Owner is unable to obtain the permits required to construct the Project, then this Agreement shall terminate and neither party shall have any further rights or obligations to the other hereunder.

5.6 Construction. Upon obtaining appropriate permits required in order to construct the Project, the Owner shall commence construction thereof in accordance with the Schedule of Performance. All work of construction shall be performed by and under the supervision of the Owner or the Owner's contractors or agents in a first-class workmanlike manner using materials and workmanship of good quality. All activities related to the work of construction shall be insured as provided herein and shall be the subject of indemnification in accordance with the terms of this Agreement.

5.7 Delays. The Owner shall use reasonable diligence to bring the work of constructing the Project to completion as expeditiously as possible. The Agency acknowledges, however, that work of construction can be delayed as the result of strikes, walkouts, labor disputes, boycotts, acts of God, governmental interference with or rationing of various materials or supplies or the shipment thereof, shortages of essential materials or

supplies due to market conditions and other circumstances beyond the Owner's reasonable control.

5.8 The Agency and City Rights of Access During Construction. Representatives of the Agency and the City of Redlands (the "City") shall have a reasonable right of access to the Site without charge or fee, at normal construction hours during the period of construction, for the purpose of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Project. The Agency shall indemnify and hold the Owner harmless from any and all loss or damage incurred by Owner in connection with the exercise by the Agency and the City of the right of access provided for herein.

5.9 Local, State and Federal Laws. The Owner shall carry out the construction of the Project, including the construction of public improvements as herein required, in conformance with all applicable laws, including all applicable federal and state prevailing wage laws and labor standards.

5.10 Antidiscrimination During Construction. The Owner, for themselves and their successors and assigns, agrees that in the construction of the Project they will not discriminate against any employee or applicant for employment because of race, color, marital status, age, religion, sex, handicap, national origin or ancestry.

5.11 Certificate of Completion. Promptly after completion of all construction and development to be completed by the Owner on the Site, the Agency shall furnish the Owner with a Certificate of Completion, substantially in the form of Attachment No. 4, upon written request therefore by the Owner. The Certificate of Completion shall be issued by the Agency when the Project (or any portion thereof if a partial Certificate of Completion is requested) has been constructed and completed in accordance with this Agreement. The Agency shall not unreasonably withhold any such Certificate of Completion. Such Certificate of Completion shall be, and shall so state that it is, a conclusive determination of satisfactory completion of the construction required by this Agreement and of full compliance with the terms hereof with respect thereto.

If the Agency fails or refuses to furnish a Certificate of Completion for the Site after written request from the Owner, the Agency shall, within ten (10) working days of the date of the written request, provide the Owner with a written statement of the reasons why the Agency has failed or refused to furnish such Certificate of Completion. The statement shall also contain the Agency's opinion of the action that must be taken to obtain such Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items of materials for landscaping, the Agency shall issue a Certificate of Completion upon the posting of a bond or depositing with the Agency of an amount representing the estimated cost of the work not yet completed.

A Certificate of Completion, as used hereunder, shall not constitute evidence of, compliance with, or satisfaction of any obligation of the Owner to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any part thereof, nor shall such Certificate of Completion be deemed to be a Notice of Completion as referred to in California Civil Code Section 3093. Until such time as a Certificate of Completion is furnished by the Agency, the City shall have no obligation to issue a certificate of occupancy, or other necessary occupancy permits, to the Owner.

6. USES OF THE SITE.

6.1 Use of the Site. The Owner covenants and agrees for itself, its successors, its assigns and every successor in interest that prior to the issuance of a Certificate of Completion provided in Section 5.11, the Owner, such successors and such assigns shall devote the Site to uses related to the operation of a garden supply and nursery business or any other use permitted by the Redlands Redevelopment Plan.

6.2 Obligation to Refrain from Discrimination. There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of sex, race, color, creed, marital status, age, religion, handicap, national origin or ancestry in the enjoyment of the Site, nor shall the Owner itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site, or any portion thereof.

6.3 Landscaping and Maintenance of the Site. The Owner, their successors and assigns, shall maintain the Site improvements, any parking facilities and landscaping in a good condition and shall keep the Site free from any accumulation of debris or waste materials. The Owner shall also maintain the landscaping in a healthy condition.

If, at any time, the Owner or their successors and assigns fails to maintain the landscaping in a good and healthy condition and such condition is not corrected after expiration of five (5) days from the date of written notice from the Agency, either the Agency or the City may perform the necessary landscaping maintenance, and the Owner or successors or assigns shall pay such costs as are reasonably incurred for such maintenance.

7. DEFAULTS AND REMEDIES.

7.1 Default. The following events shall constitute an Event of Default under this Agreement:

1. Failure by a party to perform any term or provision of this Agreement within the time provided herein or in the Schedule of Performance.

2. Material breach of any covenant, warranty or agreement contained in this Agreement.

7.2 Notice. In the event of any breach or any default under this Agreement, the injured party shall give written notice of the default to the party in default, specifying the nature of the default. Failure or delay in giving such notice shall not

constitute a waiver of any default, nor shall it change the time of default, nor shall it operate as a waiver of any rights or remedies of the injured party, but the injured party shall have no right to exercise any remedy hereunder without giving prior written notice of default as provided herein.

7.3 Cure Period. The injured party shall have no right to exercise a right or remedy hereunder unless such event of default continues uncured for a period of thirty (30) days after notice thereof, or, where the default is of a nature which cannot be cured within thirty (30) days, the defaulting party fails to commence such cure within thirty (30) days and diligently proceed to complete the same.

If the default is not cured, or commenced to be cured, by such party within thirty (30) days of service of the notice of default, the nondefaulting party, at its option, may institute an action for specific performance of the terms of this Agreement.

7.4 Rights and Remedies. In the event of default and after expiration of the cure period provided herein or by law, the injured party shall have all rights and remedies against the defaulting party as may be available at law or in equity. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same default or any other default by the defaulting party.

7.5 Legal Actions.

1. Venue. Legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California, in an appropriate municipal court in that County, or in the Federal District Court in the Central District of California.

2. Service of Process.

(a) Service of process on the Agency shall be made by personal service upon the Chairman, Executive Director, or Secretary of Agency, or in such other manner as may be provided by law.

(b) Service of process on the Owner shall be made in such manner as may be provided by law, whether made within or without the State.

8. MISCELLANEOUS.

8.1 No Brokers. Each party represents to the other that it has not used the services of any person, firm or entity, or had contact with the other through the offices of any such person, firm or entity, sufficient to support a claim to a finder's fee or real estate brokerage commission by reason of such contact. Each party shall hold and save the other harmless of and from any and all lost cost, damage, injury or expense arising out of, or in any way related to, claims for real estate brokerage commissions or finder's fees based upon contact, or alleged contact, authorizations, or alleged authorizations, received from the indemnifying party as the basis for such claim to commission or fee.

8.2 Notices. Any notices required to be given hereunder shall be given in writing and either served personally or mailed, United States certified mail, return receipt requested, postage prepaid, and addressed to the parties as follows:

To Agency: Executive Director
Redlands Redevelopment Agency
30 Cajon, 2nd Floor
Redlands, California 92373

To Owner: Victoria and Michael Hargrave
21 West Stuart Ave.
Redlands, California 92374

The foregoing addresses may be changed by notice given as above provided.

8.3 Attorneys' Fees. If either party should retain counsel in order to enforce the provisions hereof or to obtain a declaration of rights hereunder, then the prevailing party in any such controversy shall be entitled to receive its attorney fees, in addition to its court costs, and such other judgment as may be awarded or paid to it.

8.4 Conflict of Interest. No member, official or employee of the Agency shall have any direct or indirect interest in this Agreement nor participate in any decision relating to the Agreement which is prohibited by law.

8.5 Warranty Against Payment of Consideration for Agreement. The Owner warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

8.6 Enforced Delay: Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by

either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of the other party; acts or failure to act of any public or governmental agency or entity; any abnormal delay in issuance of the permits; or any other cause beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Agency and the Owner.

8.7 Nonliability of Agency Officials and Employees. No member, official or employee of the Agency shall be personally liable to the Owner, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Owner or successor or any obligations under the terms of this Agreement.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The terms hereof shall be construed and enforced in accordance with the law of the State of California.

8.9 Time is of the Essence. Time is of the essence of each and every provision hereof.

8.10 Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency or the Owner, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the Owner.

8.11 Consents; Reasonableness. In the event that either the Agency or the Owner shall require the consent or approval of the other party in fulfilling any agreement, covenant, provision or condition contained in this Agreement, such consent or approval shall not be unreasonably withheld or delayed by the party from whom such consent or approval is sought.

8.12 Amendment of Redevelopment Plan. Pursuant to provisions of the Redevelopment Plan for modification or amendment thereof, the Agency agrees that no amendment which changes the uses or development permitted on the Site, or changes the restrictions or controls that apply to the Site, or otherwise affects the Site, shall be made or become effective without the prior written consent of the Owner. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of the Owner.

8.13 Amendments to this Agreement. The Owner and the Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions or bond counsel or financial consultants to the Agency, provided said requests are consistent with this Agreement and would not substantially alter the basic terms included herein.

8.14 Binding Effect. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

8.15 Paragraph Headings. The paragraph headings used in this Agreement are for the purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Agreement.

8.16 Execution. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.17 Survival. This Agreement and the covenants, conditions and restrictions contained herein shall survive the issuance of the Certificate of Completion provided in Section 5.11 except as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

REDEVELOPMENT AGENCY OF THE
CITY OF REDLANDS

By: [Signature]
By: John E. Holmes

ATTEST:

[Signature]
Secretary

APPROVED AS TO FORM:
BEST, BEST & KRIEGER

By: [Signature]
Agency's Counsel

Victoria Hargrave
VICTORIA HARGRAVE

Michael R. Hargrave
MICHAEL R. HARGRAVE

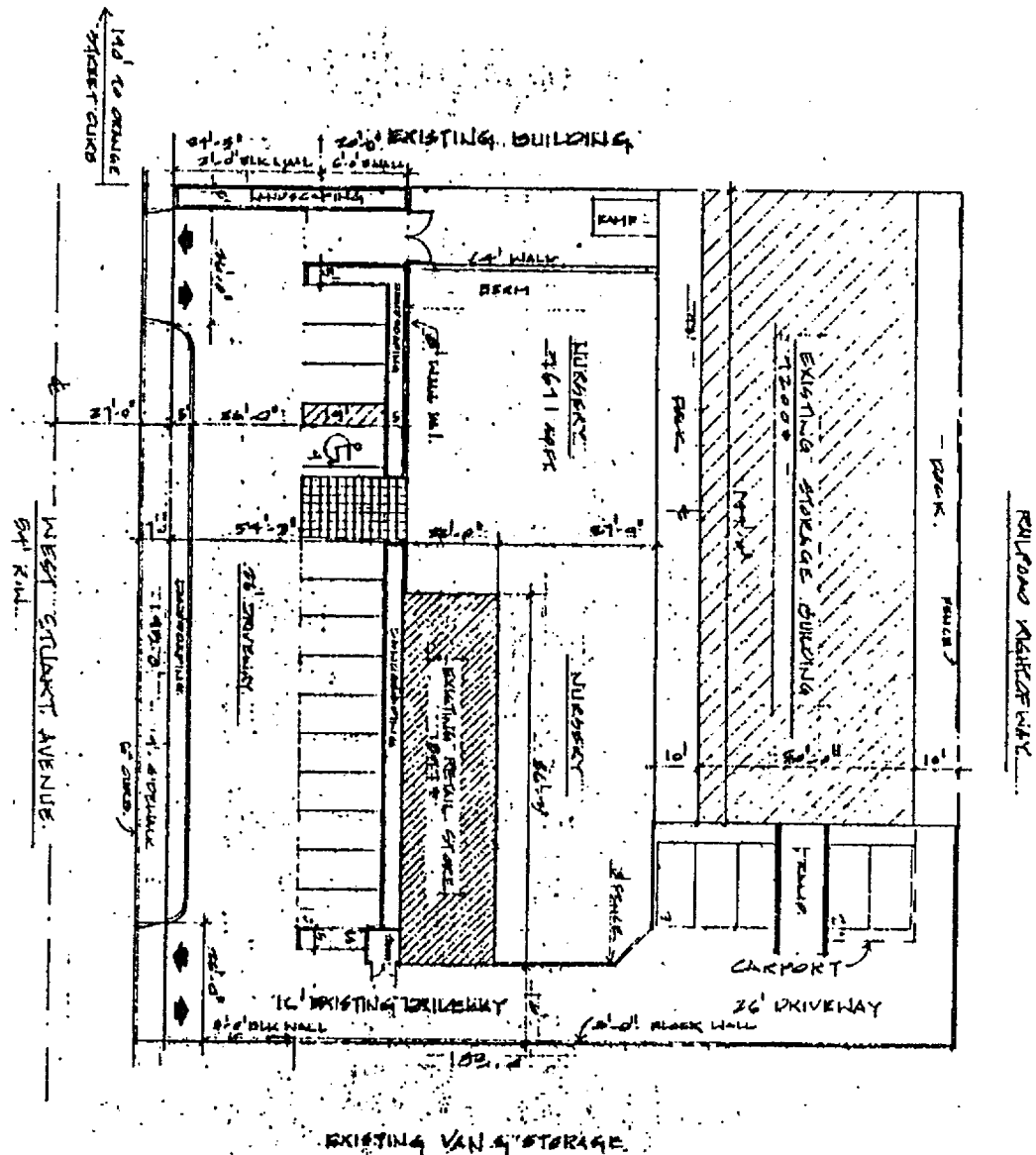
BY: _____
Owner's Counsel

ATTACHMENTS TO THE REDLANDS
OWNER PARTICIPATION AGREEMENT

1. Site Map
2. Legal Description
3. Schedule of Performance
4. Certificate of Completion
5. Plans and Specifications

Research Institute

RICHARD R. HARTWICK
DESIGN / SPACE PLANNING
16441 AVALON AVENUE
VICTORVILLE, CA 92392
(619) 241-2512



FLOR FLAN

MICHAEL HARGRAVE
21 W. STUART AVENUE
REDLAND, CA 92374
(714) 792-3730

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ATTACHMENT NO. 2

GRIGSBY BROTHER'S BUILDING

LEGAL DESCRIPTION

PARCEL NO. 1

The West 194 feet of Lot 16, according to Map of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Lot 28, Block 77, Rancho San Bernardino, in the City of Redlands, County of San Bernardino, State of California, as per plat recorded in book 8 of Maps, page 62, records of said County.

SAVINGS and excepting therefrom any portion, if any, thereof lying within Stuart Avenue.

PARCEL NO. 2

Lot 17, according to Subdivision of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Lot 28, Block 77, Rancho San Bernardino, in the City of Redlands, County of San Bernardino, State of California, as per plat recorded in Book 8 of Maps, page 62, records of said County.

SAVING AND EXCEPTING therefrom that portion described as follows:

Beginning at the Southeast corner of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Lot 28, Block 77, Rancho San Bernardino; thence West 136 feet; then North 70 feet; thence West 0.5 feet; thence North 60 feet to the North line of said Lot 17; thence East 136.5 feet to a point in the East line of said East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of said Lot 28, Block 77; thence South 130 feet to the point of beginning.

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

<u>PERFORMANCE</u>	<u>DATE</u>
1. <u>Execution and Delivery of OPA by the Owner to the Agency.</u>	Prior to approval by the Agency of OPA.
2. <u>Approval and Execution of OPA by the Agency.</u> The Agency shall consider the adoption of the OPA, and if approved, shall execute the OPA.	Not later than <u>11 September</u> , 1990.
3. <u>Issuance of Building Permits.</u> The Owner shall apply for and secure from the City building permits with respect to the Project.	Within <u>Sixty</u> (<u>60</u>) days after execution of OPA.
4. <u>Commencement of Construction.</u> Owner shall commence construction of the improvements.	Within thirty (30) days after receipt of building permits.
5. <u>Completion of Construction.</u> Owner shall complete the construction of the improvements.	Within nine (9) months after execution of this Agreement.

ATTACHMENT NO. 4

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Executive Director
Redevelopment Agency
City of Redlands
30 Cajon Street
Suite 202
Redlands, California 92373

(Space Above for Recorder's Use Only)

CERTIFICATE OF COMPLETION
FOR CONSTRUCTION AND DEVELOPMENT

RECITALS

The Agency is executing this document on the basis of the following facts, understandings and intentions:

WHEREAS, by an Owner Participation Agreement ("Agreement") dated _____, by and between the Redevelopment Agency of the City of Redlands, a public body, corporate and politic (hereinafter referred to as the "Agency"), and Victoria and Michael R. Hargrave (hereinafter referred to as the "Owner"), the Owner has developed the Site described on the attached Exhibit "A," (the "Site") by reconstructing, or causing to be reconstructed and expanded thereon a building for a garden supply and nursery business and related improvements according to the terms and conditions of the Agreement; and

WHEREAS, as referenced in the Agreement, promptly after completion of all construction to be completed by the Owner upon the Site, the Agency shall furnish the Owner with a Certificate of Completion upon written request therefor by the Owner; and

WHEREAS, the issuance by the Agency of the Certificate of Completion shall be conclusive evidence that the Owner has complied with the terms of the Agreement pertaining to the development of, and the construction of improvements on, the Site; and

WHEREAS, the Owner has requested that the Agency furnish the Owner with the Certificate of Completion; and

WHEREAS, the Agency has conclusively determined that the construction and development on the Site as required by the Agreement has been satisfactorily completed.

NOW, THEREFORE:

1. As provided in the Agreement, the Agency does hereby certify that development of, and construction on, the Site has been fully and satisfactorily performed and completed, and that such development and construction is in full compliance with the Agreement.

2. This Certificate of Completion shall not constitute evidence of compliance with, or satisfaction of, any obligation of the Owner to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the improvements or any part thereof. Nothing contained herein shall modify in any way any other provision of the Agreement.

IN WITNESS WHEREOF, the Agency has executed this Certificate
this ____ day of _____, 19____.

REDEVELOPMENT AGENCY
CITY OF REDLANDS

By: _____
Chairman

ATTEST:

Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

On this ____ day of _____ in the year 19____, before
me personally appeared _____,
known to me to be the Chairman, and _____, known to
me to be the Secretary, of the Redevelopment Agency of the City
of Redlands, and known to me to be the persons who executed the
within instrument on behalf of said public corporation, and
acknowledged to me that such public corporation executed the
same.

WITNESS my hand and official seal.
