

**CITY OF YUCAIPA
COMMUNITY DEVELOPMENT
FACADE IMPROVEMENT PROGRAM**

CITY OF



**CITY OF YUCAIPA
COMMUNITY DEVELOPMENT
34272 YUCAIPA BOULEVARD
YUCAIPA, CA 92399-9950
(909) 797-2489 x 247**

INTRODUCTION

The City of Yucaipa Community Development's Facade Improvement Program is a property enhancement program designed to improve the appearance of the existing businesses within the former Redevelopment Project Area. It is a grant reimbursement program in which a property or business owner may obtain funding for up to \$10,000 of their facade improvement costs. The program requires matching funds by the property or business owner. In return, the property owner must agree to maintain the City's funded improvements for a minimum of five (5) years.

PROGRAM GUIDELINES

1) ELIGIBILITY

Owners and tenants of commercial property within an area of the former Redevelopment Project Area bounded on the east by Bryant Street and on the west by 5th Street are eligible to apply. Such commercial properties must be in need of physical improvements in order to alleviate blighting conditions as set forth in Section 33125 of the California Health and Safety Code, and they must have been occupied within the preceding 24 months. Tenants are required to provide documentation of the property owner's consent to the improvements at the time of initial application. Written consent must be in the form of a letter agreement (see attached example) indicating the lessee's authority to renovate and repair the subject property.

2) City PARTICIPATION

The City of Yucaipa may reimburse 50% of the total approved project cost in an amount of up to \$10,000. The total contribution by the City is a maximum of \$10,000, and it is restricted to one (1) grant for each business.

3) ELIGIBLE PROJECT COSTS

Eligible project costs may include engineering design, architectural design, fees, permits, insurance, and the construction cost.

The eligible construction elements may include:

signs	doors	windows	framing
masonry	awnings	stucco/painting	lighting
landscaping	irrigation	fencing (decorative)	

(up to 20% of the grants may be used for handicapped accessibility upgrades when directly associated with facade improvements)

The eligibility of other improvements will be examined by staff on a case-by-case basis.

4) REIMBURSEMENT

Reimbursements will only be made to approved project applicants who have executed a Facade Maintenance Agreement with the City. The amounts and terms of the reimbursement will be outlined in the agreement. Reimbursement will only be made upon the City's final approval of the improvements and the receipt of full back up documentation, which includes **all** of the following:

- A) Fully executed Facade Improvement Program Applications;
- B) All invoices, contracts, and verification of payment to architects, engineers, and contractors pursuant to the project;
- C) Copies of all bids received (a minimum of two (2) licensed contractors is required);
- D) A copy of the approved final building inspection from the Division of Building and Safety;
- E) A photograph of the building after completion of the improvements; and,
- F) Signed and Notarized Facade Maintenance Agreement and License to Enter in which the property owner agrees to maintain the City funded facade improvements for a minimum period of five (5) years.

5) FACADE MAINTENANCE AGREEMENT

The agreement will outline requirements of the project applicant that will include, but are not limited to, the following:

- A) Applicant must agree to clear the property of any and all items such as rubbish, debris, and weeds that contribute to blight within the Project Area.
- B) Applicant's contractor must obtain and maintain general liability and workers' compensation insurance. Contractor must list the applicant, and the City of Yucaipa as additionally insured.
- C) Applicant shall ensure that there shall be no discrimination or harassment of any person because of the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person in the sale, lease/sublease, transfer, use, occupancy, or enjoyment of the project;
- D) Applicant must attest that there is no conflict of interest associated with the reimbursement agreement;
- E) Applicant shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments;
- F) Applicant must indemnify and hold the City of Yucaipa, and its officers, employees, and agents free and harmless from all claims, actions, damages, and liabilities;
- G) Applicant must agree to maintain the City funded improvements for a minimum period of five (5) years; and,
- H) Applicant's proposed improvements must be agreed upon by the City and Property Owner.

6) ADDITIONAL ASSISTANCE

Financing Assistance. If applicant is pursuing financing for their facade improvements, the City will provide a copy of the fully executed Facade Maintenance Agreement and License with a cover letter explaining the parameters of the program to the applicant's lender in order to assist them in obtaining the financing.

Inland Empire Small Business Development Center (SBDC). The SBDC provides complimentary assistance to existing and aspiring small business owners and entrepreneurs. For information on their programs please call (951) 781-2345.

Inland Empire Lenders Community Development Corporation (CDC). The Inland Empire Lenders CDC has a lending program that applicants may find beneficial if financing is necessary and unobtainable through a conventional bank loan. You may contact the CDC by calling (909) 352-5736.

7) PROGRAM PROCEDURES

Step	Action	By
1.	Initial contact between the City & Applicant (Review the program guidelines and what their participation will involve with the applicant)	City or Applicant
2.	Determine whether or not the property is within the former Redevelopment Project Area	City
3.	Submit preliminary application with the following: <ul style="list-style-type: none"> • A photograph of the existing façade; • If applicant is not the property owner, notarized property owner authorization letter; and, • Conceptual drawing or written description of the proposed improvements. 	Applicant
4.	Review preliminary application (What to look for, benefit, level of improvement, aesthetic appeal, what the City is looking for, which improvements trigger substantial upgrades to meet building and safety requirements)	City
5.	Provide preliminary letter of approval or denial of project with comments	City
6.	Applicant selects architect, engineer, or other design consultant, and prepares conceptual plans with elevations and color samples	Applicant
7.	Applicant submits conceptual plans and elevations to Community Development Department staff for review (the HUA Committee in the Uptown Business District recommends approval or revisions for projects in the Uptown District) (Go over review process, architectural elements, colors, signage, landscaping, lighting, fencing, street improvements)	Applicant
8.	City provides letter of approval of elevations or comments with recommended changes	City
9.	If necessary, applicant makes changes to the elevations	Applicant
10.	Submit request for architectural grant reimbursement. Include back up documentation consisting of contract and canceled checks	Applicant
11.	Review and pay request for completeness and process \$500 check for architectural grant reimbursement	Applicant
12.	Submit plans to Building & Safety for review (if applicable)	Applicant
13.	Obtain Building Permit (if applicable)	Applicant
14.	Obtain a minimum of two (2) bids from licensed contractors for construction of the improvements	Applicant
15.	Submit final application with the following: <ul style="list-style-type: none"> -copy of bids -copy of documents of incorporation if applicable -wet signed City W-9 form 	Applicant
16.	Prepare Façade Maintenance Agreement	City
17.	Review draft Façade Maintenance Agreement <ul style="list-style-type: none"> -two party agreement if applicant is the property owner -three party agreement if applicant is not the property owner 	City, Applicant & Counsel
18.	Finalize and Execute Agreement	City & Applicant
19.	Construct Improvements	Applicant

20.	Inspect Improvements	City
21.	Submit invoices for reimbursement with all necessary back-up documentation including copies of receipts and canceled checks NO REIMBURSEMENTS WILL BE MADE FOR CASH PAYMENTS	Applicant
22.	Reimburse Applicant for partial completion (pay up to 2/3 of Agency contribution)	City
23	Reimburse final 1/3 of contribution upon final approval of the improvements	City
24.	Take pictures of improvements	City

PLEASE NOTE: Submitting an application does not guarantee approval. Applications will be processed on a first-come first-serve basis, and only those applications meeting all program objectives, including the design guidelines, will be approved. All approvals will be subject to the availability of reimbursement funds, the City, and, if applicable, the Historic Uptown Association Committee, assumes no responsibility for the amount of time required to process an application.

**City of Yucaipa
Community Development
FACADE IMPROVEMENT PROGRAM**

**ARCHITECTURAL DESIGN SERVICES
REIMBURSEMENT AGREEMENT**

File No.: _____

Applicant's Name: _____

Name of Business: _____

Address: _____

Assessor's Parcel Number(s): _____

Business Phone No.: _____

Architectural Firm: _____

The City of Yucaipa hereby approves a rebate of \$500 payable to the above listed Facade Improvement Program applicant. This rebate will be applied to the preliminary architectural design services for the building located at the above referenced address.

DATE: _____

AUTHORIZED BY: _____

Paul Toomey,
Director of Community Development
City of Yucaipa

**City of Yucaipa
Community Development
FACADE IMPROVEMENT PROGRAM**

PRELIMINARY APPLICATION

PROPOSED IMPROVEMENTS:

Facade Landscaping Signs Fencing Hardscape

ARE YOU SEEKING AN ARCHITECTURAL GRANT? Yes No

APPLICANT INFORMATION:

Name: _____ Phone No: _____ Fax No. _____

Mailing

Address: _____

Property Owner: _____ Owner's Address: _____

SITE INFORMATION:

Business

Name: _____

Address: _____

Type of Business: _____ Lineal Footage of frontage: _____

Description of Proposed
Improvements: _____

EXISTING STRUCTURE: Attach a color photograph of the existing facade.

If the applicant is not the owner of the property involved, a certification by the property owner in the form of a "Notarized Letter of Approval" is required (see reverse side).

CERTIFICATION STATEMENT:

I/we acknowledge the filing of this application and certify that all above information is true and accurate.

Signature: _____

Date: _____

Signature: _____

Date: _____

File #:	Received by:
Date:	Project Area:

**City of Yucaipa
Community Development
FACADE IMPROVEMENT PROGRAM**

FINAL APPLICATION

This application must be completed in full. If you need assistance with the application or have questions, please call the Agency at 909/797-2489, ext. 231. Applications will be processed in the order in which they are received. (Please Print Clearly)

Applicant's Name: _____
Name of Business (where work is to be done): _____
Address: _____
Assessor's Parcel Number(s): _____ (on County tax bill)
Frontage of Building: _____ (Bldg Width in Feet)
Business Phone No.() _____ Fax No.() _____ Home Phone No.() _____

Property Owner Name: _____
Contact Person & Title: _____
Address: _____
Phone No.: () _____ Fax No.() _____

If the applicant is not the owner of the property involved, a certification by the property owner, in the form of a "Notarized Letter of Approval," is required (see reverse side).

ESTIMATED PROJECT COSTS*		
Construction	-Façade	_____
	-Landscaping	_____
	-Fencing	_____
	-Lighting	_____
Design Fees	-Architectural	_____
	-Engineering	_____
Permit Fees	-Planning	_____
	-Building & Safety	_____
Other	(please describe)	_____
	- _____	_____
Subtotal		_____
Contingency (10%)		_____
	TOTAL	_____

*Please attach an itemized list of all construction elements and their associated costs as submitted by your contractor.

Accompanying this application, please submit a color photograph of the existing facade and three (3) sets of conceptual plans describing specifically the type of rehabilitation, window types, colors and materials, types of sign and lettering proposed, etc. Please indicate the business name and address on all sheets submitted for review. A Facade Maintenance Agreement and License will be executed outlining the terms of the reimbursement upon City approval of plans and demonstration that the individual(s) selected to perform the work has a state approved contractor's license (when required) and Workers' Compensation insurance. The Facade Improvement Program does not cover any work performed prior to approval.

Signature of Applicant _____ Date: _____

To be completed by City: APP.No.: _____ Date Filed: _____ Received By: _____

FACADE MAINTENANCE AGREEMENT

by and between the

The City of Yucaipa

and

FACADE MAINTENANCE AGREEMENT

THIS FACADE MAINTENANCE AGREEMENT (the "Agreement") is entered into on _____, by and between the City of Yucaipa, a public body corporate and politic (hereinafter "the City"), and _____, (hereinafter "Owners").

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, the City of Yucaipa, is a general law city, and the council is vested under California laws with the power to make and enforce ordinances and regulations with respect to all municipal affairs, the extent that said actions are not in conflict with the general laws of the State of California.

WHEREAS, the City of Yucaipa and the former Redevelopment Agency have adopted, by Ordinance No. 109, on June 22, 1992, a redevelopment plan for an area within the City known as the Yucaipa Redevelopment Project Area (hereinafter the "Project Area"); and,

WHEREAS, the former Redevelopment Plan for the Project Area was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area; and,

WHEREAS, the Owners are the owner of certain real property located at _____, _____ and _____, within the Project Area, located on Assessor's Parcel Numbers _____, (hereinafter the "Property") as shown on Exhibit "A", attached hereto and incorporated herein by this reference; and,

WHEREAS, the City and Owners desire to complete a facade rehabilitation to the exterior of the building(s) located on the Property, which improvements are described in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter the "Improvements"); and,

WHEREAS, the Owners are willing to make such Improvements and to convey to the City the license to enter for maintenance of the exterior surfaces of the building(s) located on the Property, which license shall be substantially in the form of the Facade Maintenance Agreement and License to Enter (hereinafter the "License") attached hereto as Exhibit "C"; and,

WHEREAS, the purpose of this Agreement is to effectuate the former Redevelopment Plan for the Project Area by providing for the Improvements to the Property in accordance with the terms set forth in this Agreement. The Improvements, the City's acquisition of the facade License and the fulfillment generally of this Agreement are in the vital and best interest of the City and the health, safety, morals, and welfare of its residents, and in accordance with the public purposes and provisions of applicable state and local laws and requirements under which the former Redevelopment Plan has been undertaken.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Owners hereby agree as follows:

Section 1. Improvement of the Property.

A. The Owners agree to undertake and maintain the Improvements to the building(s) on the Property and convey to the City the License to Enter referred to in Section 2H hereof. In

consideration thereof, the City agrees to pay the Owners (or Owners' designee), in accordance with the terms and conditions of this Agreement, an initial payment of up to, but not exceeding, the sum of Five-Thousand Dollars (\$5,000.00) per business for Owners' actual costs for the Improvements (the "Initial Amount"), and an amount equal to fifty percent (50%) of the Owners' actual costs for the Improvements, up to, but not exceeding, the sum of Five-Thousand Dollars (\$5,000.00) per business for any additional Improvements beyond the Initial Amount (the "Reimbursement Amount"). The parties acknowledge that the Reimbursement Amount represents only part of the cost of the work constituting the Improvements, and that the Owners shall have the obligation to pay for the remainder of the cost of constructing the Improvements. All construction shall be in accordance with the description thereof and specifications set forth on Exhibit "B"

Section 2. Owners' Responsibility

A. The Owners shall provide the City with copies of all plans and specifications to be utilized in connection with construction of the Improvements and as to the kind and quality of materials and equipment to be used by the Owners.

B. The Owners shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all aspects of construction of the Improvements. The Owners shall furnish efficient business administration and superintendence of the construction of the improvements and shall cause an adequate number and amount of subcontractors, workmen and materials to be furnished and shall cause the work to be performed in the best and most expeditious and economical manner.

C. The Owners shall commence implementation of the Improvements no later than _____ (hereinafter the "Commencement Date"), and shall complete the construction of the improvements no later than _____ (hereinafter the "Completion Date").

D. The Owners shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, utilities and other facilities and services. The Owners shall use materials and equipment of good quality and new unless otherwise required or permitted.

E. Before commencement of construction or development of the Improvements upon the Property, the Owners shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City any other governmental agency affected by such construction, development, or work. It is understood that the Owners' obligation is to pay all necessary fees and submit all necessary plans and documents to obtain a building permit to the City on a timely basis. The Owners shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities having jurisdiction over construction of the Improvements.

F. The Owners shall promptly correct work rejected by the City as failing to conform to the requirements of Exhibit "B" whether observed before or after completion of the work, and shall correct any construction defects found within a period of one year from the date the City pays the Reimbursement Amount to owner to be not in accordance with the requirements of Exhibit "B". Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations of which the Owners might have under this Agreement.

G. The Owners shall clean the entire site to eliminate any and all items such as debris, rubbish and weeds, which contribute to blighting conditions within the Project Area.

H. The Owners shall convey to the City the License in the form attached hereto as Exhibit "C" and incorporated herein by this reference, which License shall be recorded and is for the purpose of ensuring the ongoing maintenance of the Improvements on the exterior portions of the building(s) on the Property for the term of the Agreement.

Section 3. The City's Responsibility

A. The City shall pay the Owners the Reimbursement Amount upon receipt of copies of invoices and canceled checks showing payment for construction of the Improvements. The City shall make periodic reimbursement payments in accordance with the percentage complete of the Improvements up to an amount of \$5,000 per business. **No reimbursement shall be made for cash payments.**

The final payment of \$5,000 per business shall be made when all of the following conditions have been satisfied: (a) construction of the Improvements is finally completed to the satisfaction of the City or its duly authorized representatives, (b) Owners have provided copies of invoices and canceled checks showing payment in full for construction of the Improvements, and (c) the License substantially in the form attached to this Agreement as Exhibit "C" has been executed in full and delivered by the Owners.

B. Payment of the Reimbursement Amount may be withheld by City on account of (i) defective construction; (ii) failure of the Owners to make payments properly to subcontractors or for labor, materials or equipment, (iii) evidence that the Improvements were not completed within the time period required for completion; or (iv) failure to carry out construction as required herein and as specified in Exhibit "B"

Section 4. Time of Essence.

Time is of the essence in this Agreement. By executing this Agreement, the Owners acknowledge and agree that the time limits prescribed herein for constructing the Improvements are reasonable.

Section 5. Maintenance.

The Owners agree to maintain the Improvements at his/her sole expense for a period of five (5) years. In the event that the Owners fail to maintain the Improvements, upon thirty (30) days written notice, the City may cause any maintenance or repair work to be performed at the Owners' expense. In the event that the Owner sells the Property prior to the completion of the five-year period, the owner must comply with the provisions of Section 6 hereof.

Section 6. Sale of Property.

If the Owners sell the Property prior to the termination date of this Agreement, the Maintenance Agreement and License will be binding on the Owners' successors and assigns, and the Owners must obtain an agreement to fulfill the remaining terms of this Agreement from the purchaser of the Property. If the Owners fail to obtain such agreement, the Owners must repay the Reimbursement Amount to the City as follows:

- 1) If the Owners sell the property within two (2) years of execution of this Agreement, 75% of the Reimbursement Amount will become due to the City immediately upon sale of the Property.
- 2) If the Owners sell the property within three (3) years of execution of this Agreement, 50% of the Reimbursement Amount will become due to the City immediately upon sale of the Property.
- 3) If the Owners sell the property between four (4) and five (5) years of execution of this Agreement, 25% of the Reimbursement Amount will become due to the City immediately upon sale of the Property.

Section 7. Bodily Injury and Property Damage Insurance.

The Owners shall defend (with City approved counsel), assume all responsibility for, and hold the City, its officers and employees, harmless from all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any of the Owners' activities under this Agreement and which are normally insurable pursuant to a comprehensive liability policy, whether such activities or performance thereof be by the Owners or anyone directly or indirectly employed or contracted with by the Owners and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Owners shall obtain and maintain in effect during the course of construction of the Improvements, until accepted by the City, a comprehensive liability policy in the amount of One Million Dollars (\$1,000,000) combined single limit policy, as shall protect the owner and City from claims for such damages.

The Owners shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and their respective officers, agents, and employees as additionally insured under the Policy. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Owners shall be primary insurance and not contributing with any insurance maintained by the City, and the policy shall contain such an endorsement.

The Owners shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of the improvements or other work on the Property or otherwise, whether or not pursuant to this Agreement, carries workers' compensation insurance as required by law.

Section 8. Rights of Access.

For the purpose of assuring compliance with this Agreement, representatives of the City shall have the right of reasonable access with prior notice to the Owners to portions of the Property which allow the City to inspect the construction of the Improvements during normal construction hours over the course of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Improvements, so long as they comply with all safety rules and do not unreasonably interfere with construction.

Section 9. Nondiscrimination.

The Owners, for their self and their successors and assigns, agrees that in the construction of the Improvements provided for in this Agreement, the Owners will not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin, or ancestry.

The Owners shall refrain from restricting the rental, sale, or lease of the Property on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability of that person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In leases; "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, 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, sublessees, subtenants or vendees in the premises herein leased."

2. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, 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 premises."

The foregoing covenants against discrimination or segregation shall continue in effect for the duration of this Agreement.

Section 10. No City Partnership.

None of the terms or provisions hereof shall be deemed to create a partnership between or among the parties hereto, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

Section 11. Successors.

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against the parties hereto and their respective legal representatives, successors, and assigns.

Section 12. Term of Agreement.

This Agreement shall take effect on the date of its execution by the City and shall terminate five (5) years after the acceptance of the Improvements by the City.

Section 13. Local, State and Federal Laws.

The Owners shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

Section 14. Applicable Law; Interpretation.

The laws of the State of California shall govern the interpretation and enforcement of this Agreement. Any legal action concerning this Agreement must be instituted in San Bernardino County.

Section 15. Severability.

Invalidation of any covenant, condition, or restriction, or of any other provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 16. Indemnity.

The Owners shall indemnify, defend (with City approved counsel), and hold harmless the City, and its officers and employees, from and against all claims, damages, losses, and expenses, including (but not limited to) attorneys' fees, arising out of or resulting from construction of the Improvements, or which may arise out of any of the matters contemplated by this Agreement, regardless of whether or not such claim, damage, loss or expense is caused in part by the City (except that such indemnification shall not extend to any gross negligence or willful misconduct of the City). In claims against the City by any employee or subcontractor of the owner, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Owners under workers' compensation act, disability benefits, or other employee benefits acts.

Section 17. Entire Agreement.

This Agreement contains the entire agreement of the parties hereto as to the rights herein granted and the obligations herein assumed, and supersedes all prior negotiations among the Parties. No oral representation, whether preceding or following the execution of this Agreement, which purports to alter the terms hereof shall be of any force or effect. No written modification of this Agreement shall be of any force or effect until signed by the party to be charged.

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

City of Yucaipa
Community Development Department

Property Owner(s)

By: _____
Paul Toomey
Director of Community Development

By: _____
Property Owner

By: _____
Property Owner

Exhibit "A"
the Property

Exhibit "B"
The Improvements

- 1)
- 2)
- 3)

FACADE MAINTENANCE AGREEMENT AND LICENSE TO ENTER

Dated as of _____
By and Between the
The City Yucaipa
a public body, corporate and politic,
and

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Grantor") hereby agrees to maintain certain facade Improvements and grants to the City of Yucaipa, a public body corporate and politic ("Grantee"), its successors and assigns, the License to enter Grantor's property on Assessor's Parcel Number(s) _____ located at _____ Yucaipa, California (hereinafter the "Real Property"), and to perform remedial work and lien the property if the maintenance is not provided by the Grantor.

Grantor further grants to Grantee the License to enter the Real Property for the sole purposes set forth in this document and for no other purpose, subject to Grantee's compliance with the terms of this document.

IN FURTHER CONSIDERATION OF THE FOREGOING, Grantor agrees as follows:

Section 1. Maintenance of the Facade Improvements. Grantor, on behalf of itself and its assigns in the Real Property or any part thereof, hereby covenants to, and shall protect, maintain and preserve the architectural style and treatment of the facade of the improvements located on the Real Property. Grantor, on behalf of itself and its assigns in interest to the Real Property or any part thereof, hereby further covenants not to, and shall not, make any substantial alteration or modification to the architectural style and treatment of the facade, of such improvements without the prior written approval of Grantee and shall maintain the Real Property in a neat, clean, orderly, and safe condition, and shall be responsible for any damage done in or to the Real Property or for any loss, claim, or liability caused by Grantor or its employees, agents, or contractors.

Section 2. Grant of License to Enter. In addition to other remedies which Grantee may have to enforce the covenants and agreements set forth above in Section 1, Grantor hereby grants to Grantee the right of ingress and egress over and across the Real Property insofar as such ingress and egress is necessary to protect, maintain and preserve such architectural style and treatment of the facade of the improvements in the event that grantor (or its assigns) shall cease or fail to protect, maintain, and preserve such architectural style and treatment of such facade. Pursuant to such grant, Grantee, its agents, employees and

representatives, shall be permitted (but are not required) to enter upon the Real Property and perform all such acts and work necessary to protect, maintain, and preserve such architectural style and treatment of such facade, and to attach a lien on the Real Property, or to assess the real Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and reservation by Grantee arising from the enforcement of the covenants set forth in Section 1 hereof. Grantor shall pay to grantee all amounts owed for maintenance or repairs which Grantee has performed within ten (10) days of being presented with an invoice with respect to such amount; any such amounts that are not paid within ten (10) days of delivery of an invoice with respect thereto shall bear interest at a rate of interest equal to twelve percent (12%) per annum or the highest amount permitted by applicable law, whichever is lower. Grantee shall not exercise the right-of-entry provided herein without prior notice and a reasonable opportunity given to Grantor (or to its successors or assigns or its successors in interest to the Real Property) to comply with its covenants in Section 1 hereof;

30-days' notice shall be deemed to constitute reasonable notice and a reasonable opportunity for Grantor to comply with its covenantal obligations.

Section 3. Use Covenant. Grantor covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Real Property or any part thereof, that Grantor, such successors and such assignees, shall devote the Real Property to the uses specified in the Redevelopment Plan and in this License, whichever is most restrictive, for the periods of time specified therein.

Section 4. Indemnity. Grantor shall indemnify, defend (with counsel acceptable to Grantee), and hold harmless Grantee, and their respective officers, agents and employees from and against any loss, liability, claim, or judgment relating in any manner to the Property. Grantor shall remain fully obligated for the payment of property taxes and assessments in connection with the Property; there shall be no reduction in taxes nor any transfer of responsibility to Grantee to make such payments by virtue of this Agreement and License.

Section 5. Duration of Covenants. The covenants and agreements established herein shall, without regard to technical classification and designation, be binding on Grantor, and its successors and assigns, for the benefit of and in favor of Grantee, its successor and assigns. The covenants and agreements pertaining to the architectural style and treatment of the facade of the improvements located on the Real Property contained in Sections 1 and 2 hereof, and the covenants contained in Sections 3 and 5 hereof, shall remain in effect until five years (5) from notice of acceptance; provided, however, that the covenants and agreements contained in Sections 1, 2, 3 and 5 hereof shall terminate upon the payment by Grantor (or any successor to the Grantor) an amount equal to "Reimbursement Amount" paid by Grantee to Grantor pursuant to that certain Facade Maintenance Agreement and License entered into by and between Grantee and Grantor _____.

EXECUTED this _____ day of _____, 2014.

By: _____
Grantor