

**BOB DUTTON**

ASSESSOR - RECORDER - CLERK

367 City of Redlands Clerk

Doc #: 2017-0009140



Titles: 1 Pages: 27

Fees .00

Taxes .00

Other .00

PAID .00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:CITY CLERK
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373**FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STORMWATER TREATMENT DEVICE AND CONTROL MEASURE ACCESS
AND MAINTENANCE AGREEMENT**

Assessor's Parcel Number(s)

0169-141-01, 0169-141-20, 0169-141-28, 0169-151-16, 0169-151-17, 0169-151-20, 0169-151-21,
0169-151-22, 0169-151-27, 0169-151-32

THIS AGREEMENT is made and entered into this 19 day of December, 2016, by and between Property One, LLC. ("Owner"), and the City of Redlands, a municipal corporation ("City"). The Owner and the City are sometimes each individually referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, the Owner owns real property ("Property") in the City specifically described in Exhibits "A" and "B" which are attached hereto and incorporated herein by this reference; and

WHEREAS, at the time of approval of the Owner's development project commonly known as Redlands Packing District Northwest corner of Stuart Ave. & Eureka St. and filed as filed as Redlands Packing District CUP 905R-3 (the "Project"), the City required the Project to employ on-site control measures to minimize pollutants in urban stormwater runoff; and

WHEREAS, the Owner has chosen to install 5 Infiltration Basins and 5 DVS-48C Dual Vortex Separators (the "Devices") to minimize pollutants in urban stormwater runoff; specifically described in Exhibit "C" and shown in Exhibit "D" both of which are attached hereto and incorporated herein by this reference; and

WHEREAS, the Devices have been installed in accordance with plans and specifications approved by the City; and

WHEREAS, the Devices being installed on private property and draining only private property, are private facilities with all maintenance or replacement therefor being the sole responsibility of the Owner; and

WHEREAS, the Owner is aware that periodic and continuous maintenance including, but not necessarily limited to, filter material replacement and sediment removal is required to assure proper performance of the Devices and that such maintenance activity will require compliance with all Federal, State and local laws and regulations, including those pertaining to confined space and waste disposal methods in effect at the time such maintenance occurs;

NOW, THEREFORE, in consideration of the City's approval of the Project and the mutual promises contained herein, the City of Redlands and Property One, LLC agree as follows:

AGREEMENT

1. The Owner hereby provides the City and its designees with full right of access to the Devices and the Owner's Property in the immediate vicinity of the Devices (a) at any time, upon reasonable notice; or (b) in the event of emergency, as determined by the City Engineer with no advance notice; for the purpose of inspecting, sampling and testing of the Devices, and in cases of emergency, to undertake all necessary repairs or other preventative measures at the Owner's expense as provided for in Section 3, below. The City shall make every effort at all times to minimize or avoid interference with the Owner's use of the Property when undertaking such inspections and repairs.
2. The Owner shall diligently maintain the Devices in a manner consistent with the manufacturers' recommended maintenance schedule to ensure efficient performance. All reasonable precautions shall be exercised by the Owner and the Owner's representatives in the removal and extraction of materials from the Devices, and the ultimate disposal of the materials in a manner consistent with all applicable laws. As may be requested from time to time by the City, the Owner shall provide the City with documentation identifying the materials removed, the quantity and the location of disposal destinations, as appropriate.
3. In the event the Owner fails to perform the necessary maintenance required by this Agreement within thirty (30) days of being given written notice by the City to do so, setting forth with specificity the action to be taken, the City is authorized to cause any maintenance necessary to be done and charge the entire cost and expense to the Owner, including administrative costs, attorneys' fees and interest thereon at the maximum rate authorized by law, twenty (20) days after the Owner's receipt of the notice of expense until paid in full.
4. This Agreement affects County of San Bernardino Assessor's Parcel Nos. 0169-141-01, 0169-141-20, 0169-141-28, 0169-151-16, 0169-151-17, 0169-151-20, 0169-151-21, 0169-151-22, 0169-151-27, 0169-151-32 and shall be recorded in the Official Records of the County of San Bernardino at the expense of the Owner and shall constitute notice to all successors and assigns to the title to the Property of the obligations herein set forth. This Agreement shall also constitute a lien against the Property in such amount as will fully reimburse the City, including interest as herein above set forth, subject to foreclosure in event of default in payment.

5. In event any action is commenced to enforce or interpret any of 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, including fees for the use of in-house counsel by a Party.
6. It is the intent of the Parties that the burdens and benefits herein undertaken shall constitute equitable servitudes that run with the Property and shall be binding upon future owners of all or any portion of the Property. Any owner's liability hereunder shall terminate at the time it ceases to be an owner of the encumbered Property, except for obligations which accrue prior to the date of transfer by such owner, which shall remain the personal obligation of such owner.
7. Time is of the essence in the performance of this Agreement.
8. Any notice to a Party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A Party may change notice address only by providing written notice thereof to the other Party.

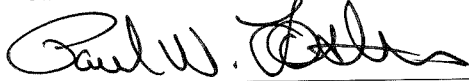
CITY
City Engineer
City of Redlands
P.O. Box 3005
Redlands, CA 92373

OWNER
Don Berry
Property One, LLC.
P.O. Box 7538
Redlands, CA 92375-0538

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. Any amendment to this Agreement shall be in writing and approved by the City Council of City and signed by the City and the Owner.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures as of the date first written above.

CITY OF REDLANDS:



Paul W. Foster, Mayor

OWNER:



Don Berry
Chief Operations Officer
Property One, LLC.
P.O. Box 7538
Redlands, CA 92375-0538



Sam Irwin, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

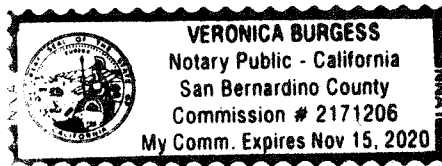
State of California)

County of San Bernardino)On 1/5/17 before me, Veronica Burgess, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Don Berry
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Exhibit A
Property Description

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel Nos. 0169-141-01, 0169-141-20, 0169-141-28, 0169-151-16, 0169-151-17, 0169-151-20, 0169-151-21, 0169-151-22, 0169-151-27, 0169-151-32.

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

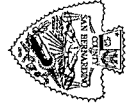
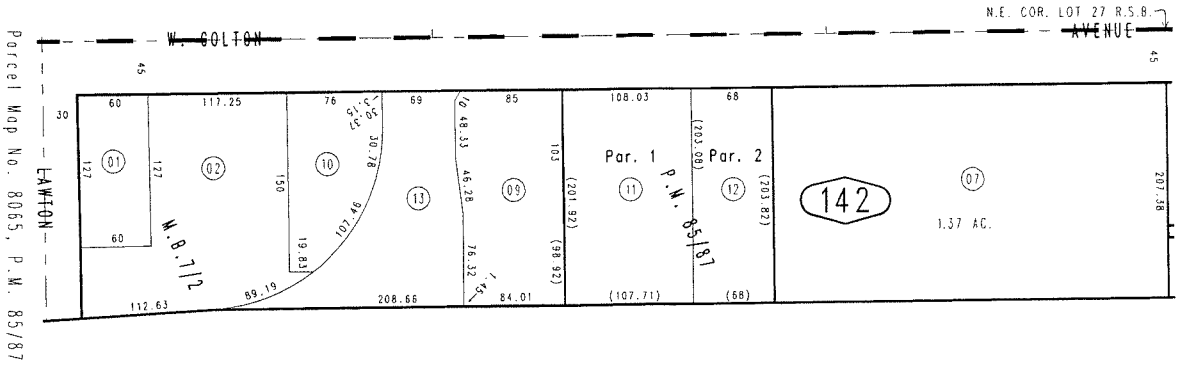


Exhibit B-1 Map

04



OCT. 1949

Ptn. Rancho San Bernardino, M.B. 7/2

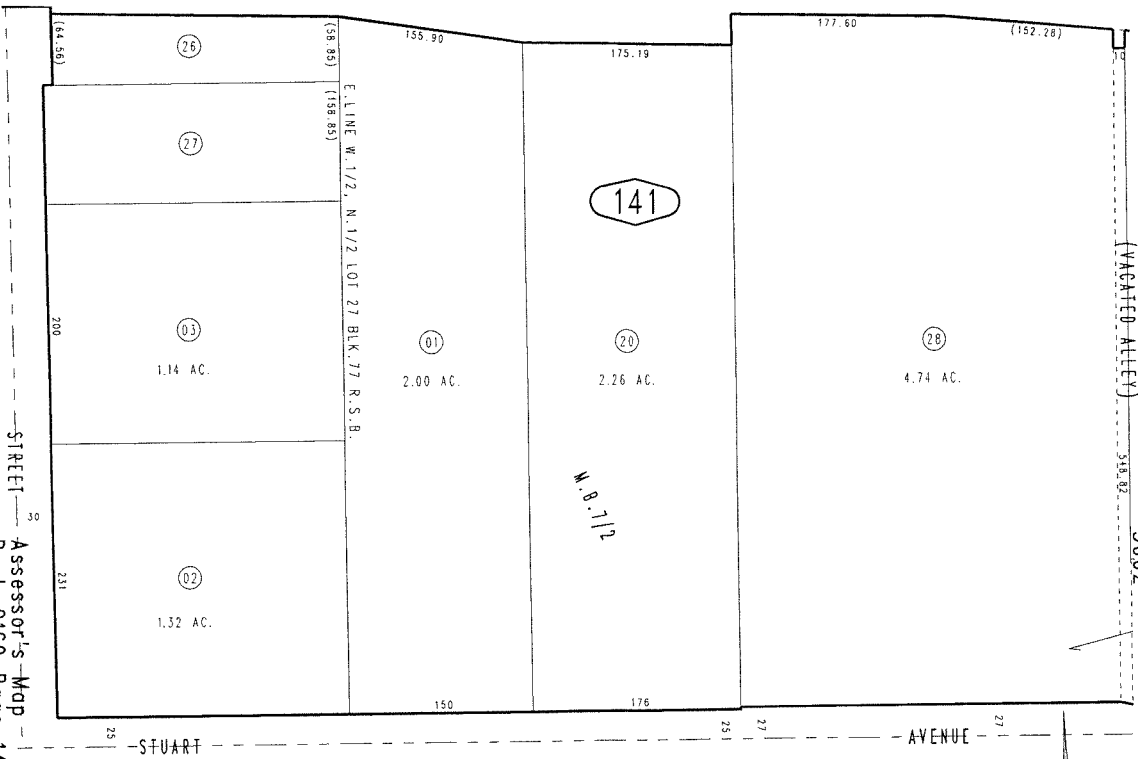
City of Redlands
Tax Rate Area
5002

0169 - 14

STATE HIGHWAY 10

13

15



27

REVISED
05/01/15 GW
07/25/16 GW
12/15/16 RD-WC

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

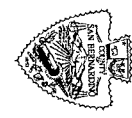
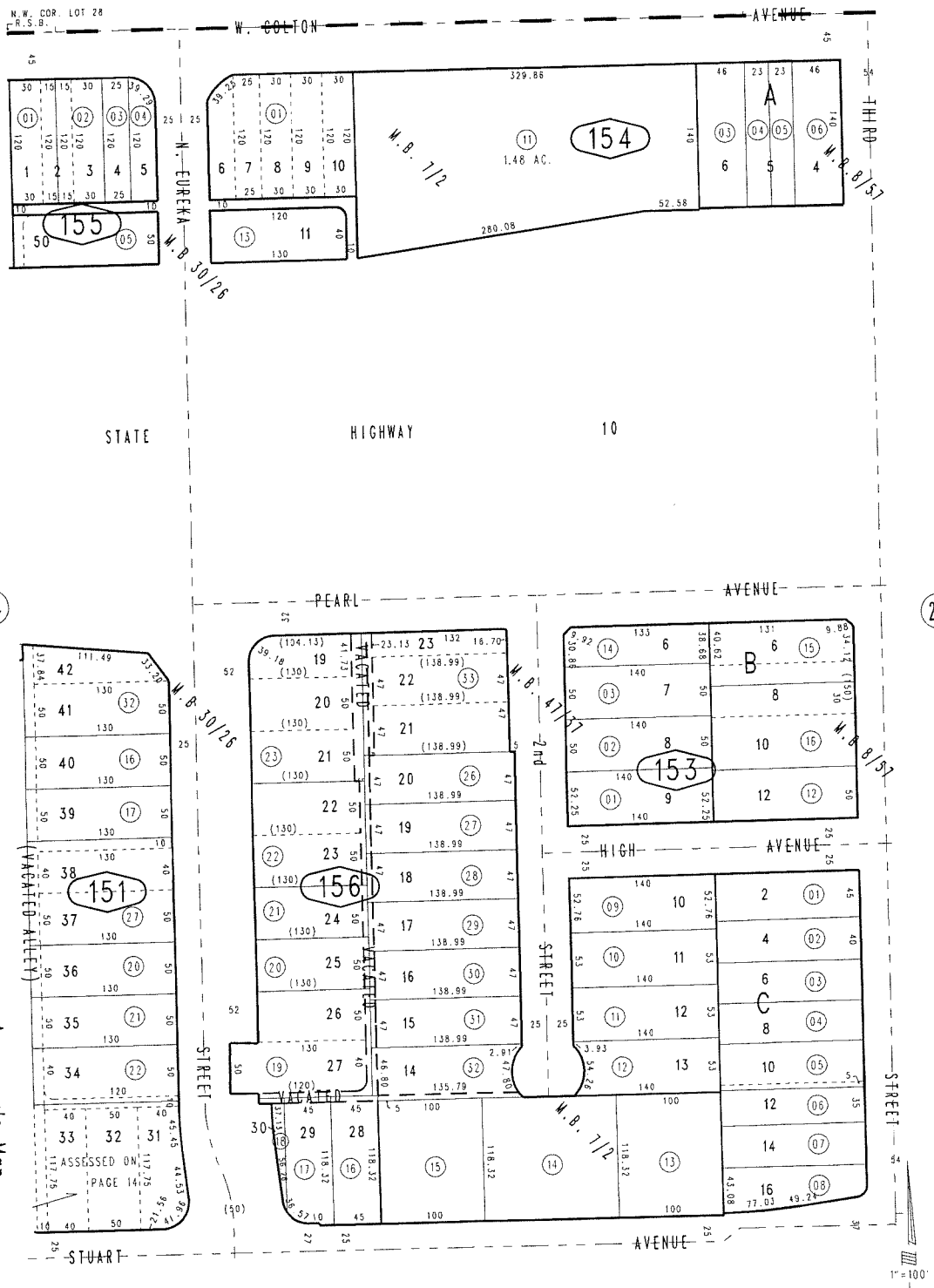


Exhibit B-2 Map

OCT. 1949

Tract No. 3632 Kronge Sub., M.B. 47/37
Tract No. 2083 Rogers Terrace, M.B. 30/26
Ptn. Centrol Townsite, M.B. 8/57

Ptn. N.1/2, Sec. 27
T.1S., R.3W.
Assessor's Map
Book 0169 Page 15
San Bernardino County



Ptn. Rancho San Bernardino, M.B. 7/2

City of Redlands
Tax Rate Area
5002
0169 - 15

REVISED
05/07/15 CM
01/25/16 RM
12/15/16 RM-MC

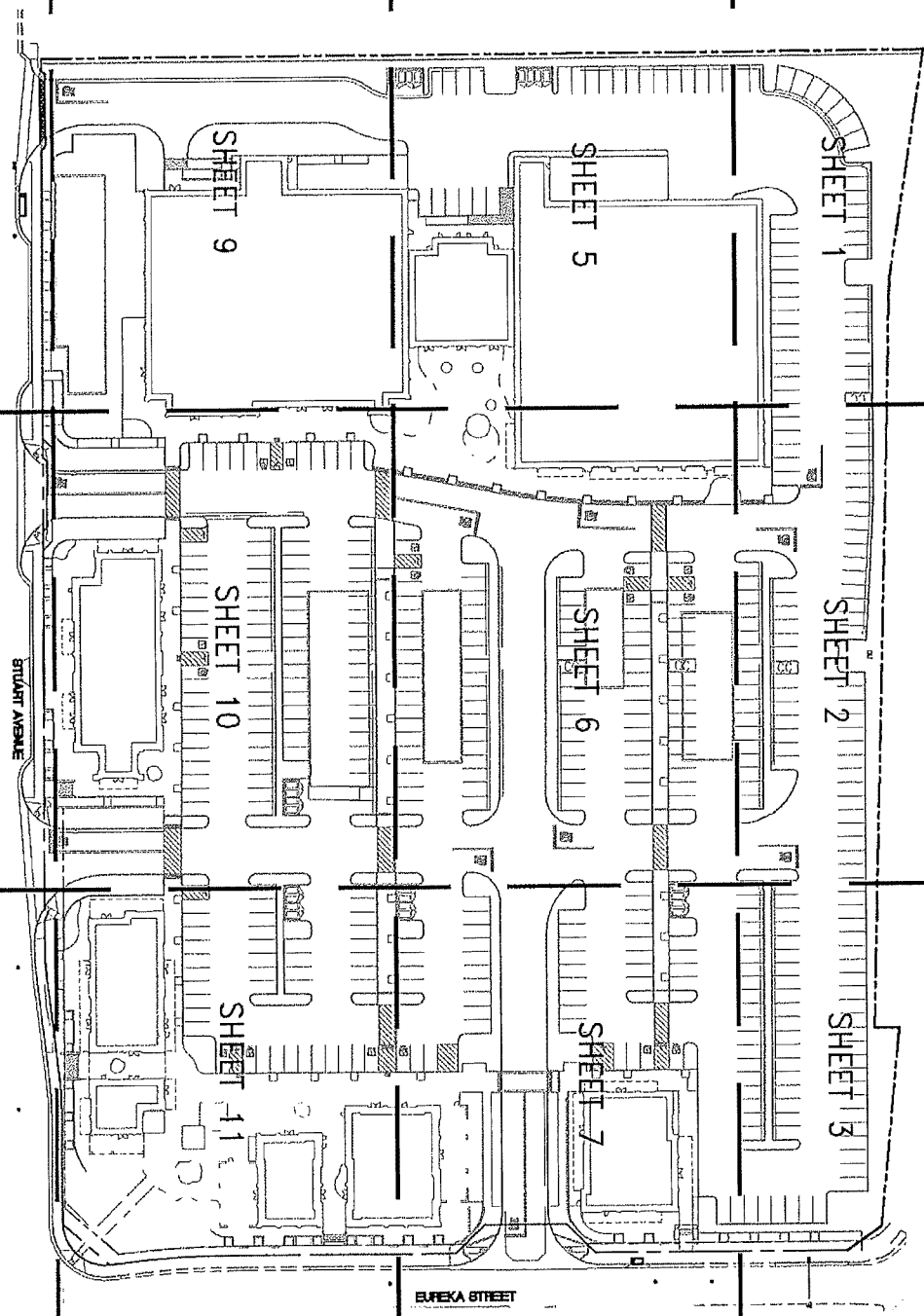
Exhibit C
Stormwater Pollution Control Devices

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	Infiltration Basin 1	34°03' 35.15"	117°11' 19.31"	Owner	Inspect quarterly, and following any significant rain events within the first year, annual inspection after the first year
2	Infiltration Basin 2	34°03' 39.24"	117°11' 16.10"	Owner	Inspect quarterly, and following any significant rain events within the first year, annual inspection after the first year
3	Infiltration Basin 3	34°03' 38.56"	117°11' 16.49"	Owner	Inspect quarterly, and following any significant rain events within the first year, annual inspection after the first year
4	Infiltration Basin 4	34°03' 37.51"	117°11' 16.21"	Owner	Inspect quarterly, and following any significant rain events within the first year, annual inspection after the first year
5	Infiltration Basin 5	34°03' 36.86"	117°11' 16.11"	Owner	Inspect quarterly, and following any significant rain events within the first year, annual inspection after the first year
6	DVS-48C Dual Vortex Separator No. 1	34°03' 35.18"	117°11' 20.70"	Owner	Twice per year minimum
7	DVS-48C Dual Vortex Separator No. 2	34°03' 39.35"	117°11' 15.46"	Owner	Twice per year minimum
8	DVS-48C Dual Vortex Separator No. 3	34°03' 38.40"	117°11' 16.36"	Owner	Twice per year minimum

9	DVS-48C Dual Vortex Separator No. 4	34°03' 37.70"	117°11' 16.29"	Owner	Twice per year minimum
10	DVS-48C Dual Vortex Separator No. 5	34°03' 36.65"	117°11' 15.21"	Owner	Twice per year minimum

Exhibit D
BMP Map

See Attached



SHEET 13

SHEET 14

SHEET 15

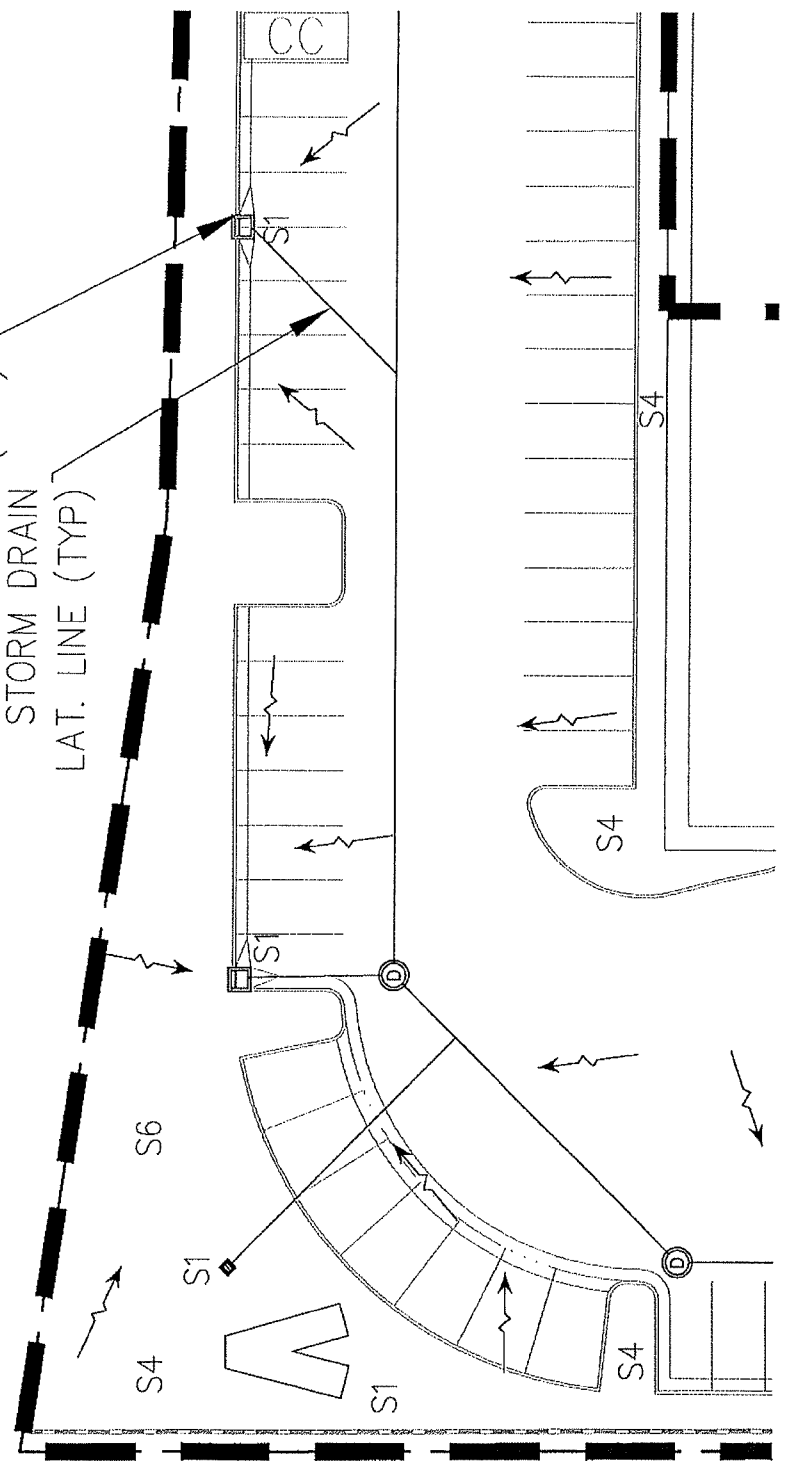
SHEET 16

SHEET 12

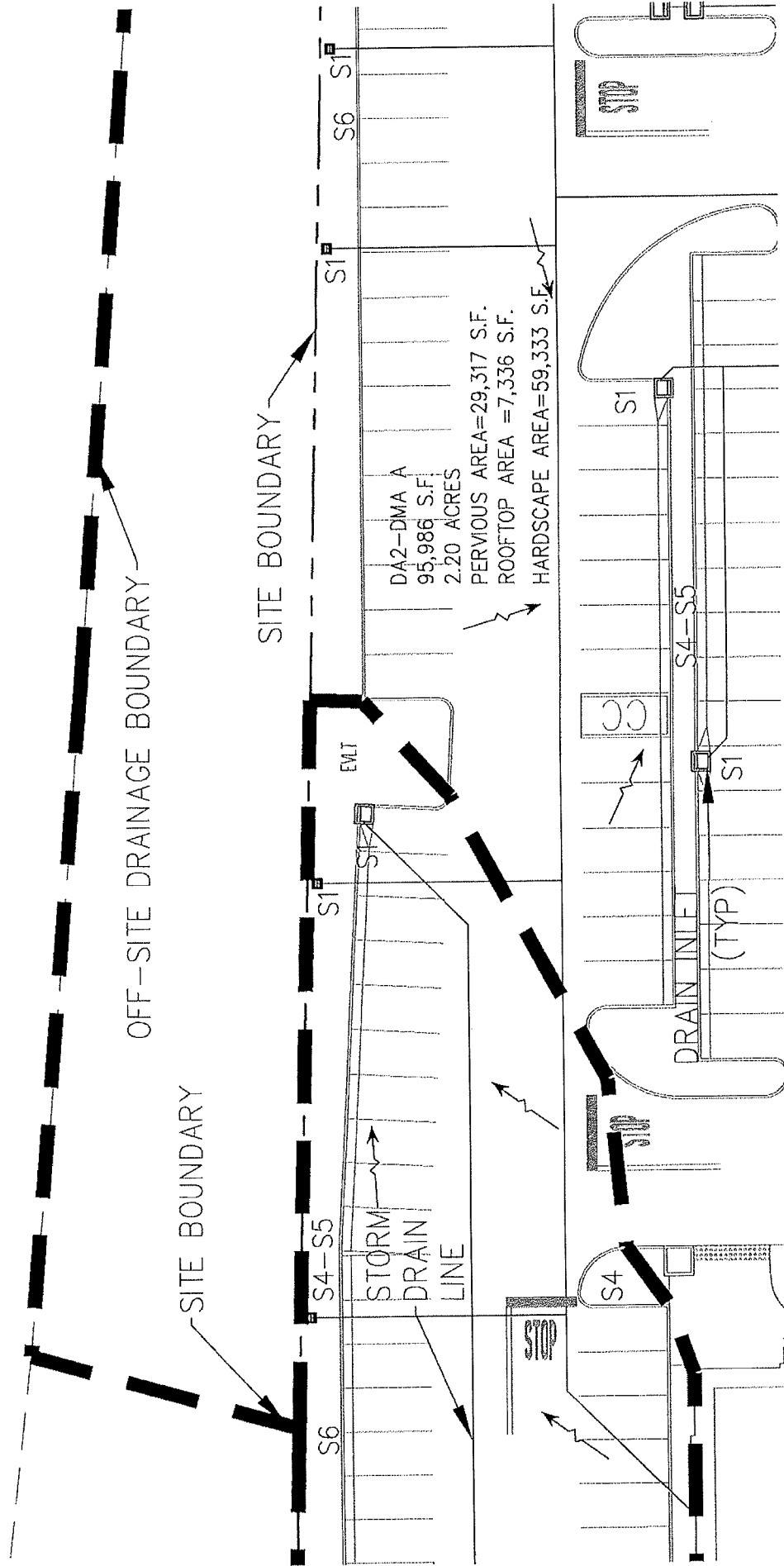
SHEET 8

SHEET 4

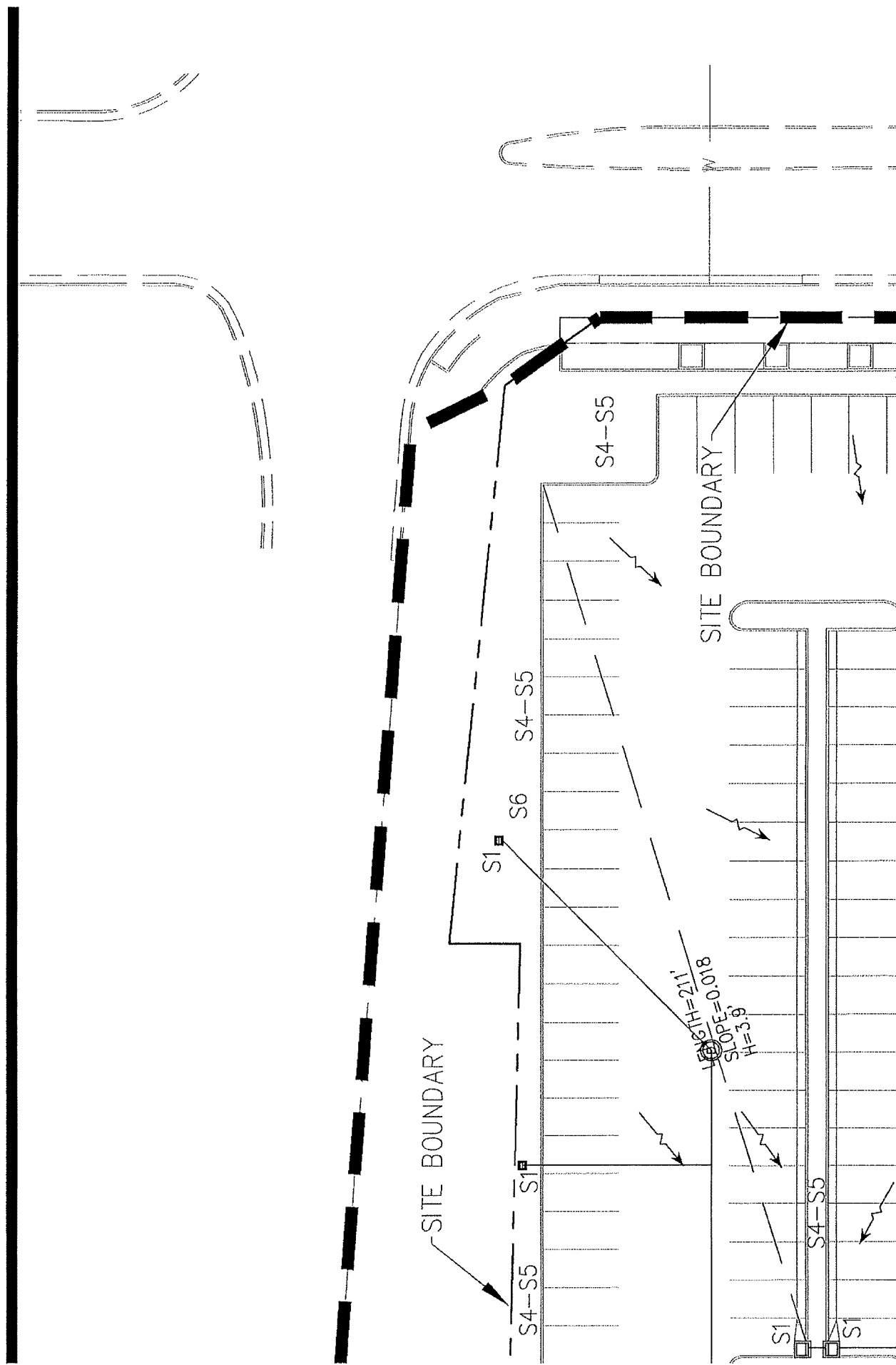
DRAIN INLET
(TYP)
STORM DRAIN
LAT. LINE (TYP)



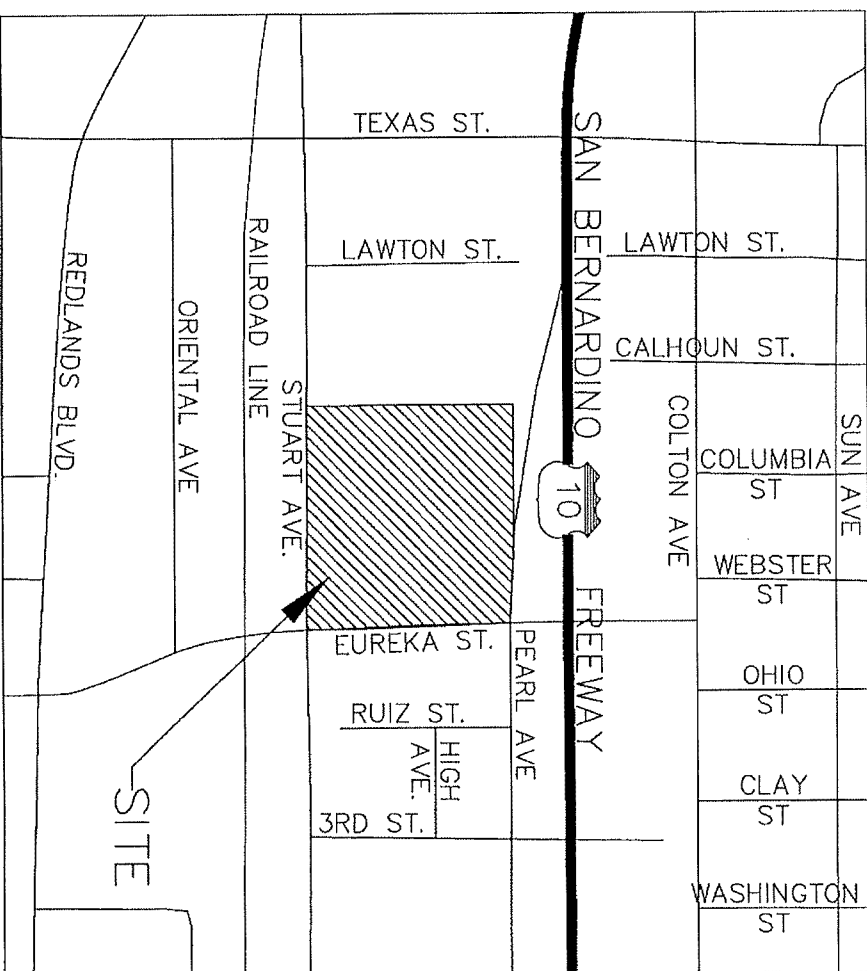
SHEET 1



SHEET 2



2
T
W
W
H
S



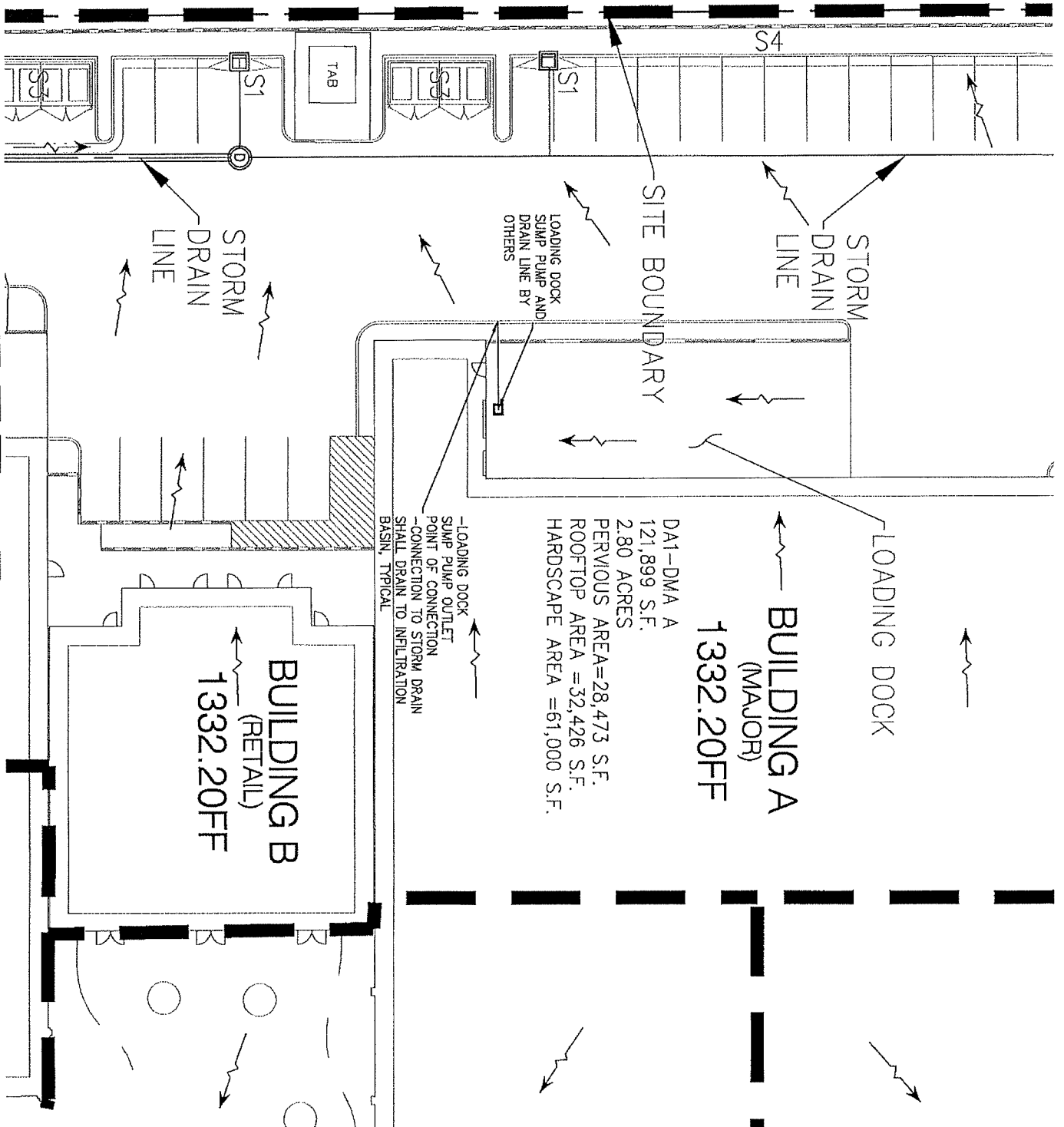
Project Location
(NOT TO SCALE)

SHEET 4

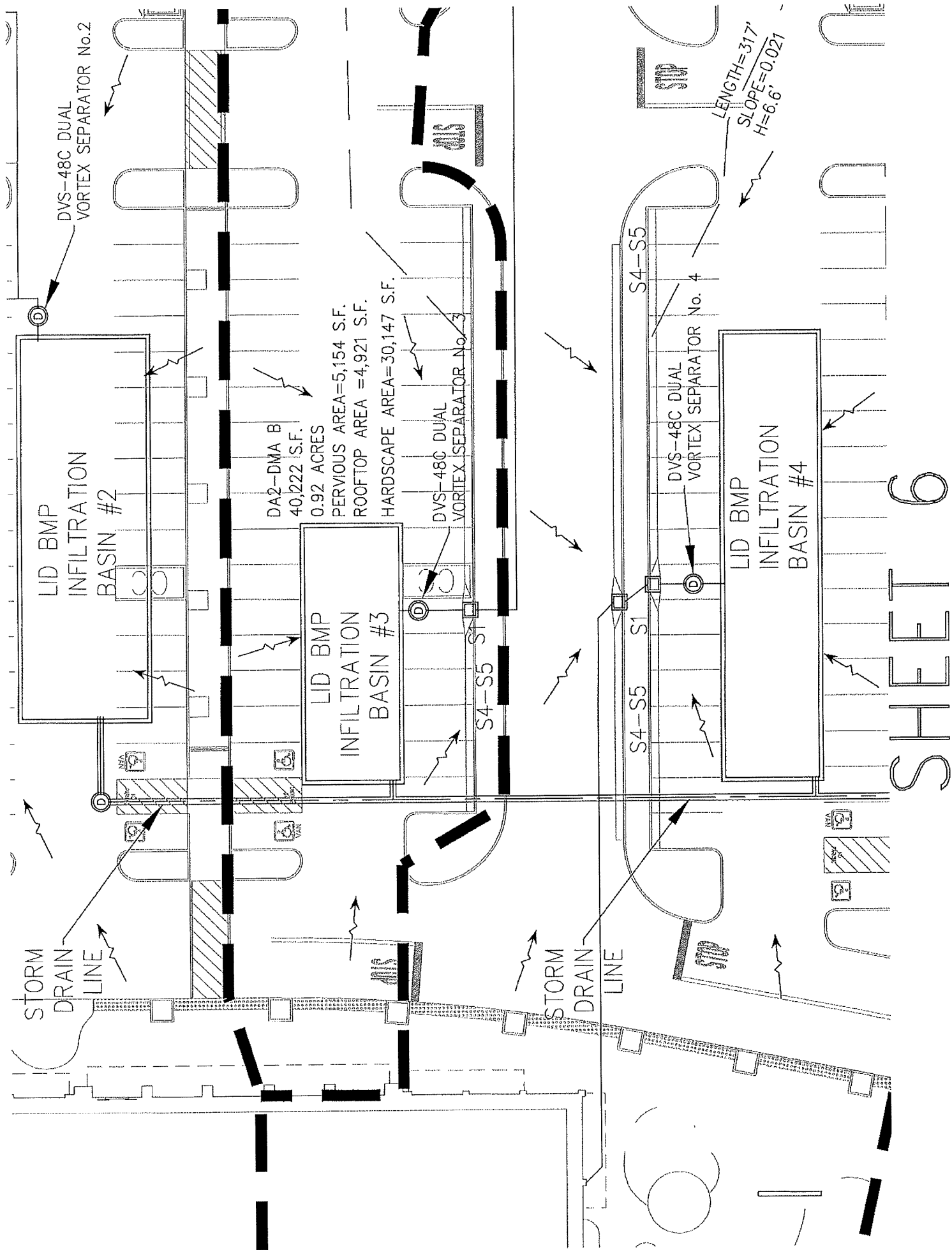
REVISIONS				BY	DATE	CHK

FOR REVIEW ONLY - NOT FOR CONSTRUCTION

ZONING = SPECIFIC PLAN (SP45/TC)



SHEET 5





LEGEND:

DRAINAGE MANAGEMENT
DMA
AREA

LAT.
LATERAL

DA
DRAINAGE AREA

—~>
FLOW DIRECTION

— — —
DRAINAGE DELINEATION AREAS

S1
STRUCTURAL SOURCE CONTROL—
STORM DRAIN STENCILING & SIGNAGE

S3
STRUCTURAL SOURCE CONTROL—
TRASH & WASTE STORAGE AREAS

S4
STRUCTURAL SOURCE CONTROL—
EFFICIENT IRRIGATION SYSTEMS & LANDSCAPE DESIGN

S5
STRUCTURAL SOURCE CONTROL—
LANDSCAPE 1" BELOW TOP OF CURB

S6
STRUCTURAL SOURCE CONTROL—
PROTECT SLOPES & CHANNELS

S14
STRUCTURAL SOURCE CONTROL—
WASH WATER CONTROL FOR FOOD PREPARATION AREAS

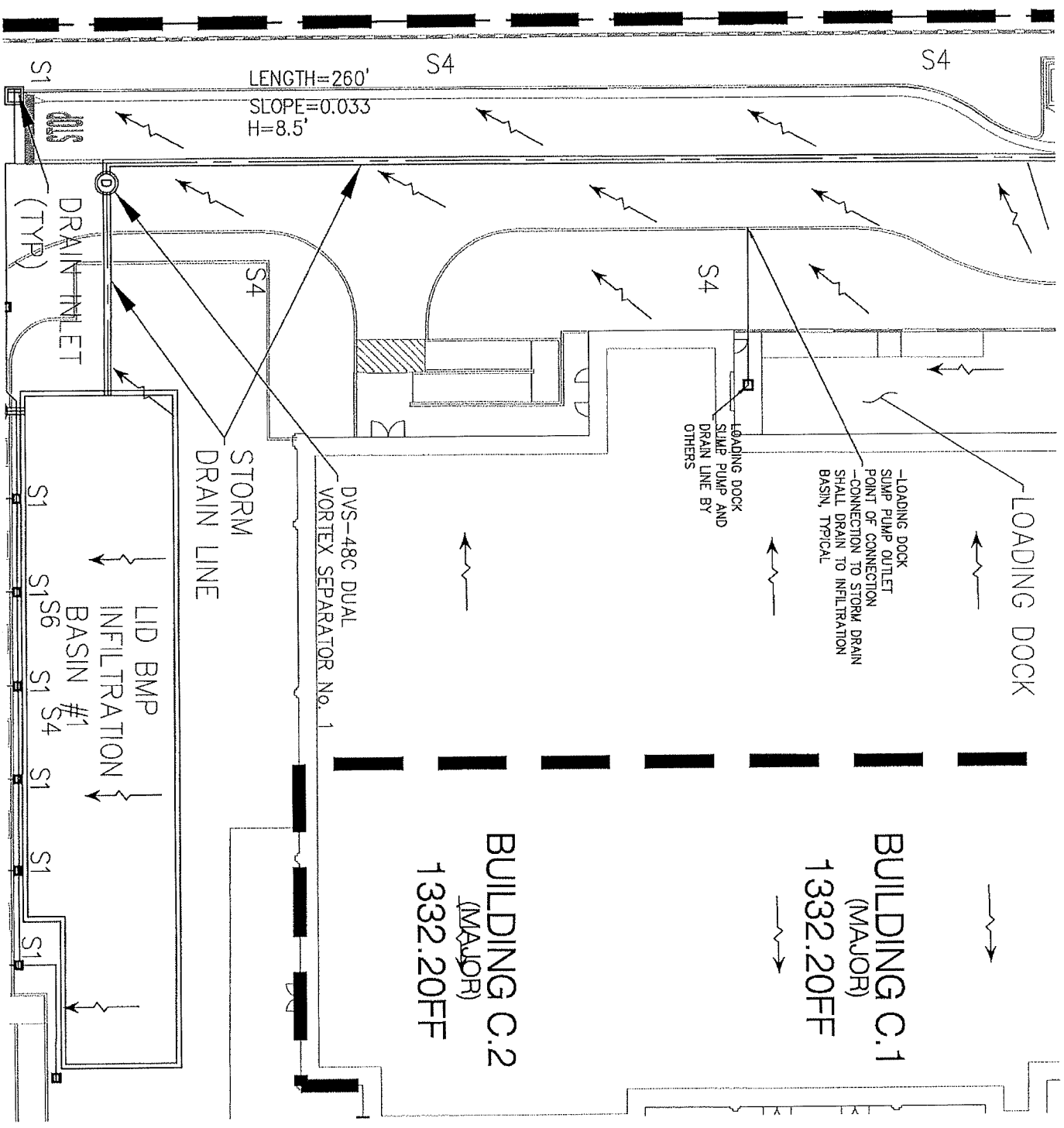
SHEET 8

Drive
705

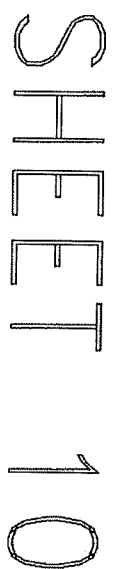
f: 714/560/8211

ento San Francisco Dallas Phoenix
go Boise Denver Portland

B'	DESCRIPTION	NO.
REVISIONS		



SHEET 9



DVS-48C DUAL
SEPARATOR No. 5

(TYP)

STORM DRAIN
LAT. LINE (TYP)

PERVIOUS AREA=14,119 S.F.
ROOFTOP AREA=33,739 S.F.
HARDSCAPE AREA=90,547 S.F.

BUILDING D.1

(RETAIL)

1333.00FF

BUILDING D.2 (RESTAURANT)

(RES|AUH|AN)

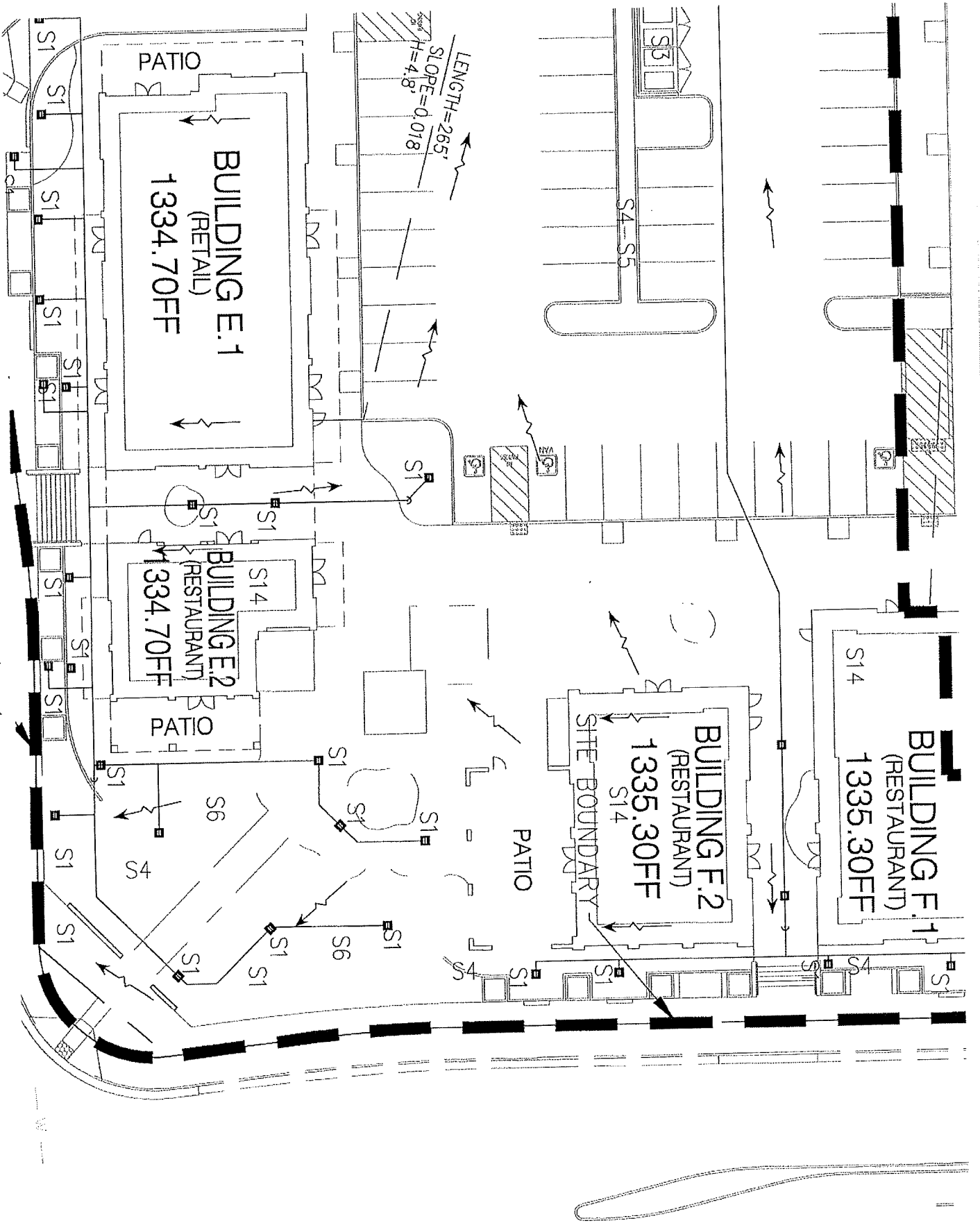
STORM DRAIN CONNECTION 333.00FF
POINT TO PUBLIC LINE

POINT TO PUBLIC LINE

DRAIN

DRAIN

SHEET 11



BASIN SIZES:

BASIN SIZES ARE SHOWN ON THE FOLLOWING SHEETS

NOTE:

THERE ARE NO SUITABILITY/FEASIBILITY CONSTRAINTS FOR THIS PROJECT.

NOTE:

- INLET AND OUTLET ELEVATIONS OF THE BASINS SHALL BE THE SAME.
- DVS-48C DUAL VORTEX SEPARATORS WILL BE USE AS PRE-TREATMENT FOR THE UNDERGROUND STORMCAPTURE DETENTION/INFILTRATION UNITS. FLOW BASED CALCULATION FOR THE DVS-48C ARE PROVIDED IN ATTACHMENT C.

SHEET 12

LOT PLAN

CKING DISTRICT

STUART AVE. & EUREKA ST.

DS, CA 92374

Y ONE, LLC.

BOX 7538

DS, CA 92375



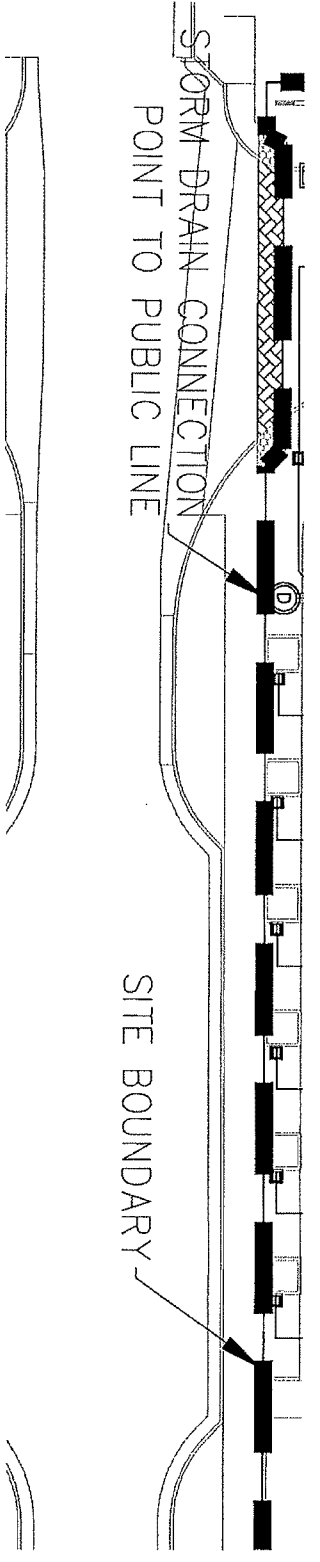
TAIT

Since 1964

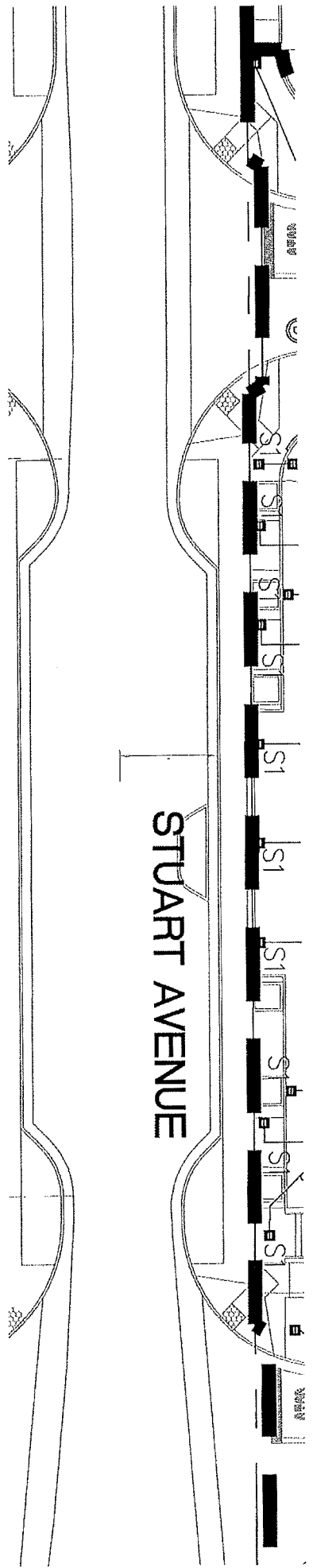
701 N. Parkcenter E
Santa Ana, CA 927

p: 714/560/8200
www.tait.com

Los Angeles Sacrame
Ontario San Diego

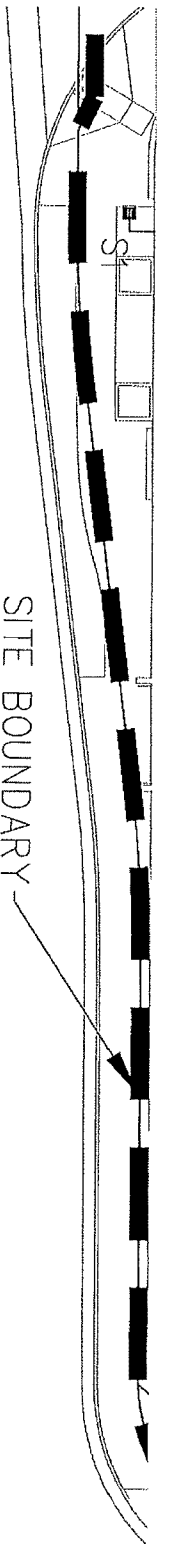


SHEET 13

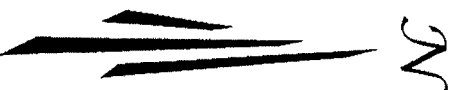


SHEET 14





SHEET 15



SHEET 16

FOR REVIEW ONLY
NOT FOR
CONSTRUCTION

1 OF 17

DRAWN: MLD
DATE: 3/21/2016
CHECKED: MPS
DATE:
REVISION #:
DATE:
JOB NO: SP5820F

WQMP P

REDLANDS PA
NORTHWEST CORNER OF
REDLAND
PROPERTY
P.O. BOX
REDLAND