



Electronically
Recorded in Official Records
County of San Bernardino

Bob Dutton
Assessor-Recorder-County Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

DOC# 2019-0437185

CITY CLERK
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

11/25/2019
12:42 PM
SAN

G8467

Titles: 1 Pages: 11

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	0.00
Total	\$0.00

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)
[0175-191-42]

THIS AGREEMENT is made and entered into this 29th day of October, 2019, by and between [Joseph D. Morales and Elizabeth Franklin-Morales, husband and wife as joint tenants] ("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 [1042 West Sunset Drive, Redlands, CA 92374] and filed as [GP18-0010] (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 [Three Drywells] plus one Trench Drain with Filter (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 referred to as the Water Quality Maintenance Plan; 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 [Joseph D. Morales, husband and Elizabeth Franklin-Morales, wife.]

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. [0175-191-42], 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

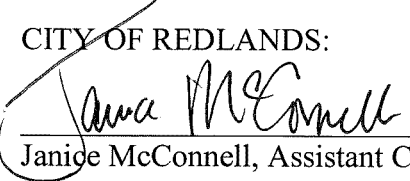
[Joseph D. Morales and Elizabeth
Franklin-Morales husband and wife as
joint tenants]

[740 E. Avery Street]
[San Bernardino, CA 92404]

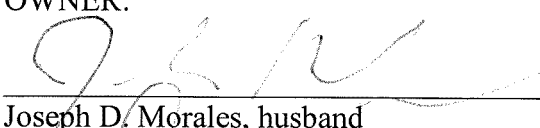
9. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. Any amendment to this Agreement shall be in writing and approved by the City Council of City and signed by the City and the Owner.

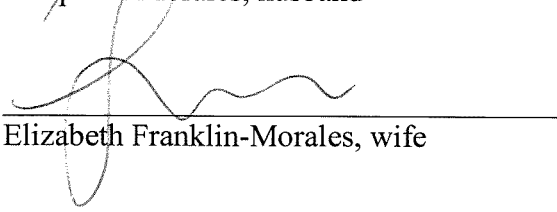
IN WITNESS WHEREOF, the Parties hereto have affixed their signatures as of the date first written above.

CITY OF REDLANDS:


Janice McConnell, Assistant City Manager

OWNER:


Joseph D. Morales, husband


Elizabeth Franklin-Morales, wife

Attest:



Jeanne Donaldson, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

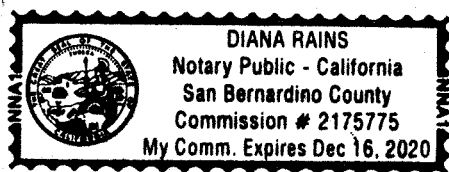
CIVIL CODE § 1189

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 11.25.19 before me, Diana Rains, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Janice McConnell + Jeanne Donaldson
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.

Place Notary Seal and/or Stamp Above

Signature Diana Rains
Signature of Notary Public**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Stormwater Treatment Device 1042 Sunset

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 of Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

ACKNOWLEDGMENT

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 October 29, 2019 before me, Griselda Lizarraga, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Nadia Franklin Morales
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.

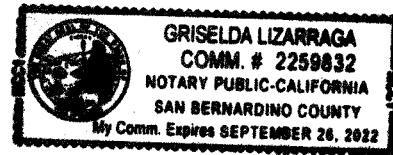
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

(Seal)



ACKNOWLEDGMENT

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.

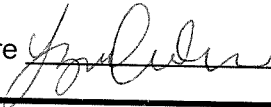
State of California
County of San Bernardino)

On October 29, 2019 before me, Griselda Lizarraga, Notary Public
(insert name and title of the officer)

personally appeared Joseph Donatelli Morales,
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  (Seal)

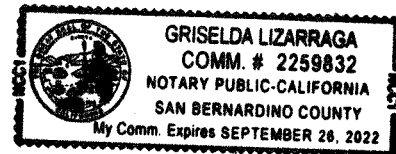


Exhibit A
Legal Description

THAT PORTION OF LOT 3, BLOCK 43, MAP NO. 9 OF A PORTION OF REDLANDS HEIGHTS, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 9, PAGE 28 OF MAPS, RECORDS OF SAID COUNTY, AND A PORTION THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED CONJOINTLY AS FOLLOWS

COMMENCING AT THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN A GRANT DEED TO THE RICHARDSON-SARGENT FAMILY TRUST RECORDED OCTOBER 24, 1994 AS INSTRUMENT NO. 94432770 OF OFFICIAL RECORDS OF SAID COUNTY AS SAID CORNER IS SHOWN BY A RECORD OF SURVEY ON FILE IN BOOK 123, PAGE 2 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL, SOUTH 64°27'28" EAST, 35.05 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 79°28'58" EAST, 15.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 79°28'58" EAST, ALONG SAID SOUTHERLY LINE, 123.02 FEET TO AN ANGLE POINT THEREIN;

THENCE ALONG THE WESTERLY LINE OF SAID CERTAIN PARCEL OF LAND, SOUTH 6°44'46" EAST, 15.11 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 1°31'29" EAST, 179.32 FEET TO THE NORTHERLY LINE OF SUNSET DRIVE (25.00 FOOT HALF-WIDTH) AS CONVEYED TO THE CITY OF REDLANDS BY GRANT DEED RECORDED NOVEMBER 20, 1948 IN BOOK 2324, PAGE 8 OF OFFICIAL RECORDS OF SAID COUNTY, SAID NORTHERLY LINE BEING PARALLEL WITH AND 25.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE MONUMENTED CENTERLINE OF SUNSET DRIVE AS SHOWN BY SAID RECORD OF SURVEY AND A RECORD OF SURVEY ON FILE IN BOOK 95, PAGES 50 THROUGH 53 OF RECORDS OF SURVEY IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 70°51'47" WEST, 153.94 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 81°38'11" WEST, 67.50 FEET TO THE EASTERLY LINE OF PARCEL "B" AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED JUNE 7, 2006 AS DOCUMENT NO. 2006-0387768 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE, NORTH 1°40'54" EAST, 81.94 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 18°52'46" EAST, 104.87 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL A, AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED JUNE 7, 2006 AS DOCUMENT NO. 2006-0387766 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL A, NORTH 26°46'01" EAST, 107.38 FEET TO THE POINT OF BEGINNING.

SAID LEGAL DESCRIPTION IS BASED UPON CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 1, 2007 AS INSTRUMENT NO. 2007-0611050, OFFICIAL RECORDS.

Exhibit B
Plat Map

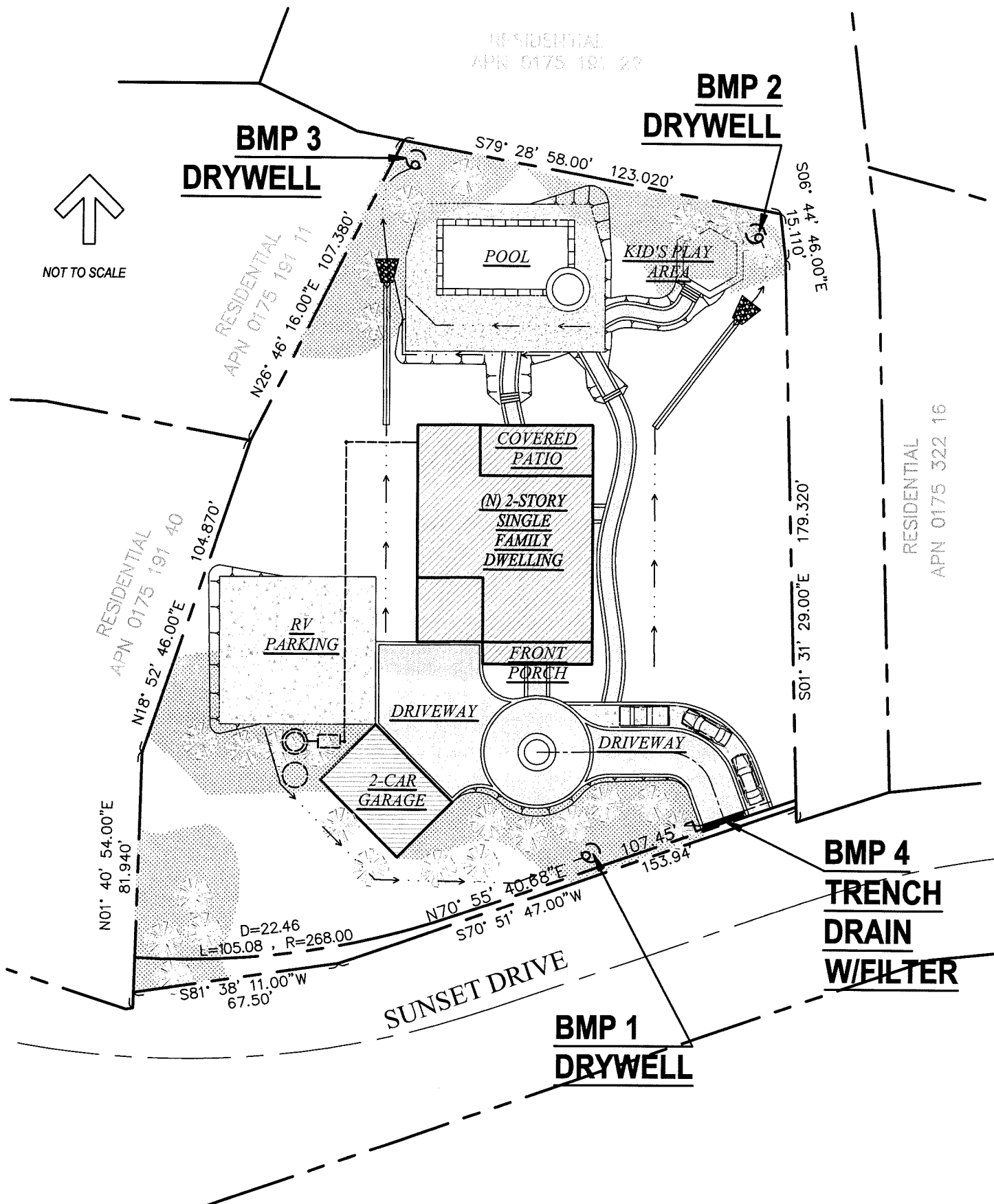


Exhibit C
Stormwater Pollution Control Devices

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	Dry Well	34°01'32.94"	-117°10' 34.52"	Owner	Monthly during rainy season
2	Dry Well	34°01'34.81"	-117°10' 33.52"	Owner	Monthly during rainy season
3	Dry Well	34°01'35.12"	-117°10' 34.96"	Owner	Monthly during rainy season
4	Trench Drain With Filter	34°01'32.97"	-117°10' 33.68"	Owner	Monthly during rainy season
5					
6					
7					
8					
9					
10					

Exhibit D

