



Electronically
Recorded in Official Records
County of San Bernardino

Bob Dutton
Assessor-Recorder-County Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

DOC# 2019-0465470

12/17/2019
01:34 PM
SAN

Titles: 1 Pages: 11

14312

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)

0169-271-37
0169-271-38
0169-271-39
0169-271-54
0169-271-40, Portion of

THIS AGREEMENT is made and entered into this 17th day of December, 2019 by and between Property One, LLC, A California limited liability company ("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 J.Riley Distillery and Restaurant – 349 N. Eureka Street, Redlands, CA 92374 and filed as CUP #1130 (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 Pervious Concrete Pavement, Depressed Planters, and Bioretention Basins (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 Property One, LLC, A California limited liability company 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. 0169-271-37, 0169-271-38, 0169-271-39, 0169-271-54, 0169-271-40, portion of, 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

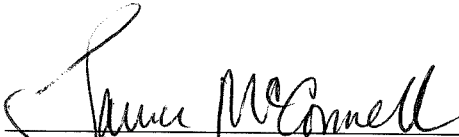
City of Redlands
P.O. Box 3005
Redlands, CA 92373

OWNER
Dave Atchley.
Property One, LLC, a California limited
liability company
380 New York Street
Redlands, CA 92373

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, Acting City Manager

PROPERTY ONE, LLC:
A California limited liability company


Dave Atchley, Facilities Manager

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 12.17.19 before me, Diana Rains, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Tanice McConnell and 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.

Signature

Diana Rains*Signature of Notary Public**Place Notary Seal and/or Stamp Above***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: Cup 1130

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: _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1_____
Signature of Document Signer No. 2 (if any)

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.

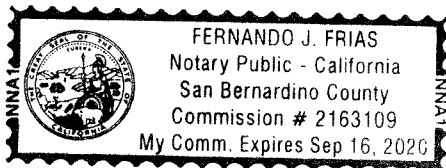
State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me

on this 16 day of December, 2019,
by Date Month Year(1) Dave Atchley(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature Fernando J. Frias
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 Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**WQMP EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

BEING A PORTION OF LOT 27 OF BLOCK 77, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE MAP FILED IN BOOK 7 OF MAPS, PAGE 2 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LOTS 11 THROUGH 20 OF BLOCK "E" AND THE SOUTHERLY 10.00 FEET OF PARK STREET OF THE FAIRBANKS AND WILSON SUBDIVISION MAP, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, FILED IN BOOK 4 OF MAPS, AT PAGE 47, OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 20 AND THE SOUTH LINE OF PARCEL 22 OF GRANT DEED RECORDED MARCH 30, 1993 AS INSTRUMENT NO. 93-137041, OFFICIAL RECORDS OF SAID COUNTY, AS SHOWN ON RECORD OF SURVEY 11-0077 FILED IN BOOK 148 OF RECORD OF SURVEYS AT PAGES 73 THROUGH 92, INCLUSIVE, OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTH LINE BEING THE NORTH LINE OF THE SOUTH 10.00 FEET OF PARK PER RESOLUTION 7986 STREET VACATION NO. 469 RECORDED JUNE 19, 2019, AS DOCUMENT NO. 2019-0201965, OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 89°46'32" WEST ALONG SAID SOUTH LINE A DISTANCE OF 530.00 FEET;

THENCE SOUTH 00°17'20" EAST A DISTANCE OF 144.92 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ORIENTAL STREET, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVE A RADIUS OF 255.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 7°37'24" WEST;

THE FOLLOWING 7 COURSES ARE ALONG SAID NORTH RIGHT OF WAY LINE:

1. THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 7°53'21", AN ARC LENGTH OF 35.11 FEET;
2. THENCE SOUTH 00°17'20" EAST A DISTANCE OF 5.70 FEET;
3. THENCE NORTH 89°42'43" EAST A DISTANCE OF 157.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 152.25 FEET;
4. THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°08'20", AN ARC LENGTH OF 42.89 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 152.25 FEET;
5. THENCE EASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 16°08'20", AN ARC LENGTH OF 42.89 FEET;

**WQMP EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION**

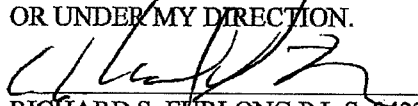
6. THENCE NORTH $89^{\circ}42'43''$ EAST A DISTANCE OF 235.36 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 18.00 FEET;
7. THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'03''$, AN ARC LENGTH OF 28.27 FEET TO THE EAST LINE OF SAID LOT 20;

THENCE NORTH $00^{\circ}17'20''$ WEST ALONG THE EAST LINE, A DISTANCE 122.46 FEET
POINT OF BEGINNING.

CONTAINING 1.77 ACRES MORE OR LESS

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME
OR UNDER MY DIRECTION.

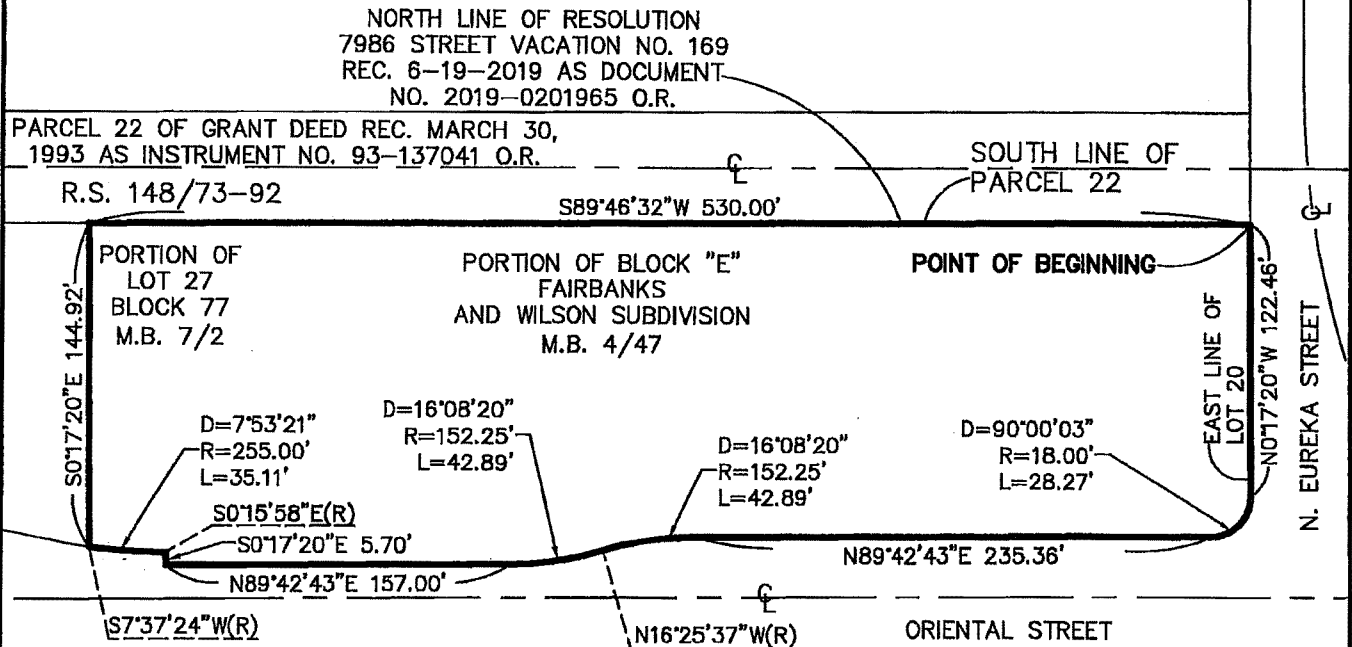

RICHARD S. FURLONG P.L.S. 8422 DATE

11-22-19



EXHIBIT "B"

SHEET 1 OF 1



PARCEL MAP NO. 11197
P.M.B 140/93-95

LEGEND:

 - INDICATES EASEMENT AREA

Richard S. Furlong 11-22-19
RICHARD S. FURLONG, P.L.S. 8422 DATE



SCALE: 1" = 80'

CASC
Engineering and Consulting
1470 EAST COOLIDGE DRIVE, COLTON, CA 92324
PH. (909) 783-0101
www.cascinc.com

Exhibit C
Stormwater Pollution Control Devices

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	S5: Depressed Planter	34.05890	-117.18708	Property One, LLC	Weekly
2	SD-20: Pervious Concrete	34.05890	-117.18751	Property One, LLC	Prior to Rainy Season; 48 hours after rain events; Vacuum sweep twice/year minimum
3	TC-32: Bioretention	34.05893	-117.18790	Property One, LLC	Weekly
4	S5: Depressed Planter	34.05887	-117.18655	Property One, LLC	Weekly
5	S5: Depressed Planter	34.05867	-117.18647	Property One, LLC	Weekly
6	S5: Depressed Planter	34.05861	-117.18653	Property One, LLC	Weekly
7	TC-32: Bioretention	34.05861	-117.18790	Property One, LLC	Weekly
8	S5: Depressed Planter	34.05877	-117.18787	Property One, LLC	Weekly
9	S5: Depressed Planter	34.05858	-117.18667	Property One, LLC	Weekly
10	S5: Depressed Planter	34.05858	-117.18721	Property One, LLC	Weekly
11	S5: Depressed Planter	34.05856	-117.18753	Property One, LLC	Weekly
12	S5: Depressed Planter	34.05856	-117.18780	Property One, LLC	Weekly

EXHIBIT D - BMP LOCATION MAP

