



Electronically
Recorded in Official Records
County of San Bernardino

Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2020-0014180

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

01/14/2020
11:06 AM
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)
0292-381-45

THIS AGREEMENT is made and entered into this 20th day of December, 2019, by and between James Brian Harber and Deborah Karen Harber, husband and wife as joint tenants as to an undivided ½ interest and Robert W. Harber and Tracy Harber, husband and wife as joint tenants as to an undivided ½ interest, as tenants in common ("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 Orange Tree Lane Carwash and filed as CRA 902 (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 Stormtech Underground Infiltration Chambers, and Drain Inserts (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 James Brian Harber and Deborah Karen Harber, husband and wife as joint tenants as to an undivided ½ interest and Robert W. Harber and Tracy Harber, husband and wife as joint tenants as to an undivided ½ interest, as tenants in common, 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. 0292-381-45, 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
James Brian Harber and
Deborah Karen Harber
1880 E. Riverview Drive
San Bernardino, Ca. 92408

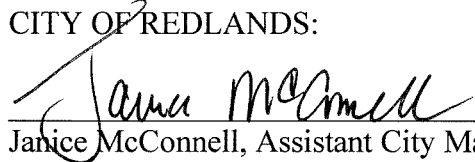
Robert W. Harber and
Tracy Harber
1880 E. Riverview Drive
San Bernardino, Ca. 92408

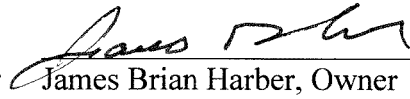
9. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. Any amendment to this Agreement shall be in writing and approved by the City Council of City and signed by the City and the Owner.

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

CITY OF REDLANDS:

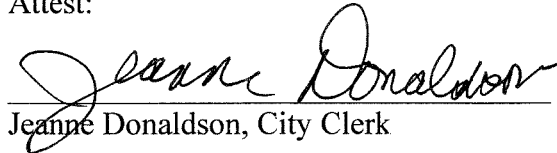
OWNER:

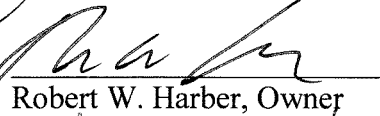

Janice McConnell, Assistant City Manager

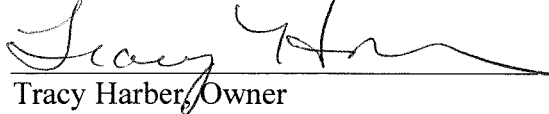

James Brian Harber, Owner

Attest:


Deborah Karen Harber, Owner


Jeanne Donaldson, City Clerk


Robert W. Harber, Owner


Tracy Harber, Owner

NOTARY ACKNOWLEDGEMENT:

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.

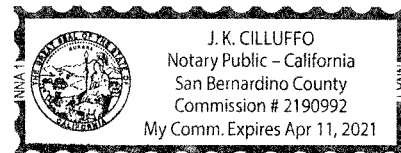
STATE OF CALIFORNIA }
COUNTY OF San Bernardino }

On 12/20/19, before me,
J. K. Cilluffo, Notary Public, personally appeared
James Bonan Harber and Deborah Karen Harber

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 _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

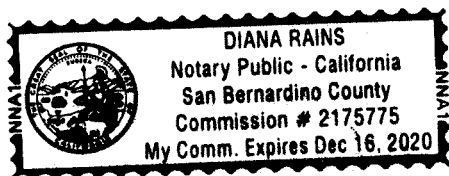
CIVIL CODE § 1189

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 January 14, 2020 before me, Diana Rains, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Janice 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

Place Notary Seal and/or Stamp Above

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: _____

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: _____

Exhibit A Legal Description

The land referred to herein is situated in the State of California, County of San Bernardino, City of Redlands and described as follows:

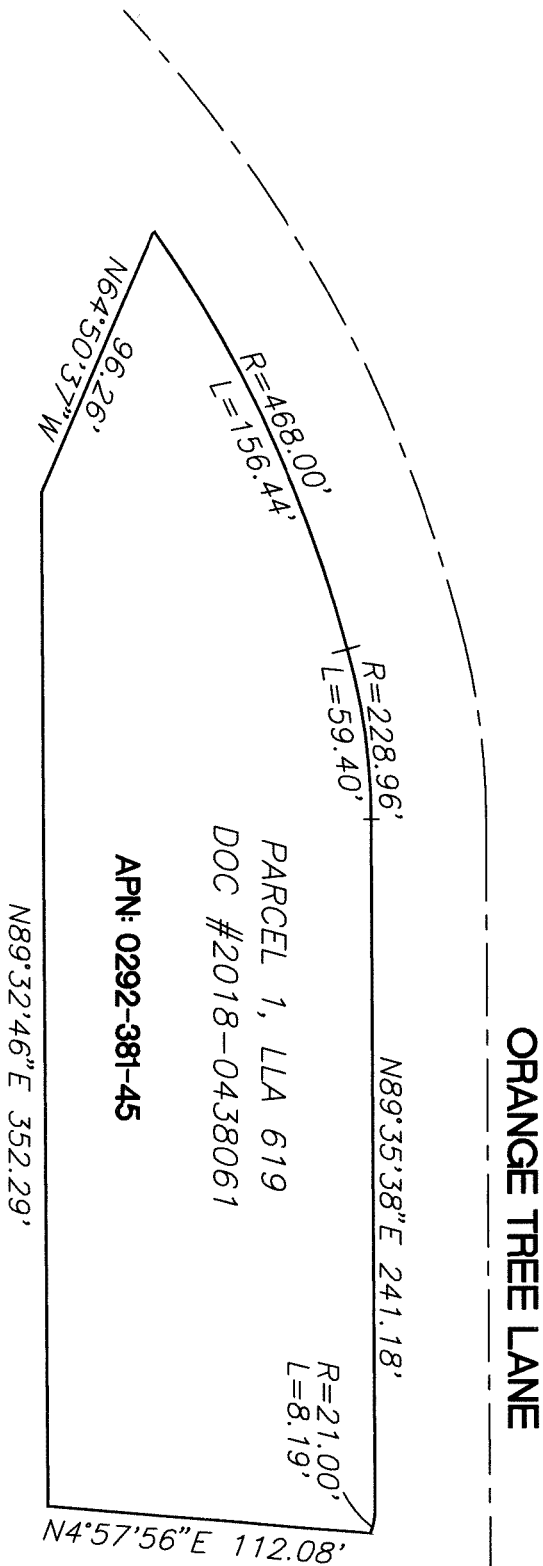
Parcel 1 as shown on that certain Certificate of Compliance LLA No. 619 recorded November 26, 2018 as Instrument No. 18-438061 of Official Records, as more particularly described as follows:

A portion of Lots 1 and 8, Block 4, Henry L. Williams Tract, located in the City of Redlands, as per plat recorded in Book 11, Page 17 of Maps, Records of San Bernardino County, California, and a portion of Parcel 1 of Parcel Map No. 10070 as per plat recorded in Book 110, Page 94 of Parcel Maps, records of said County, described together with that portion of Coulston Court as vacated and abandoned by Resolution No. 3882 of the Mayor and City Council of the City of Redlands, a certified copy of said Resolution was recorded June 23, 1983 as Instrument No. 83-139586 of Official Records of said County, described as follows:

Beginning at the Southeast corner of Parcel 1 of Parcel Map No. 10070, located in the City of Redlands, as recorded in Book 110, Page 94 of Parcel Maps, records of said County;
 Thence South 5°00'18" West along the easterly right of way of said Coulston Court vacated a distance of 3.52 feet;
 Thence leaving said right of way South 89°32'46" West a distance of 352.29 feet;
 Thence North 64°50'37" West a distance of 96.26 feet to a point on the southerly right of way line of Orange Tree Lane as dedicated to the City of Redlands per document recorded February 1, 1985 as Instrument No. 85-25484 of Official Records, said point being the beginning of a non-tangent curve concave southeasterly the radius point of which bears South 34°25'24" East a distance of 468.00 feet;
 Thence northeasterly along said curve and said right of way, through a central angle of 19°09'07" a distance of 156.44 feet to the beginning of a curve, concave southerly the radius point of which bears South 15°16'17" East a distance of 228.96 feet;
 Thence along said curve, through a central angle of 14°51'54" a distance of 59.40 feet;
 Thence North 89°35'38" East a distance of 241.18 feet to the beginning of a non-tangent curve concave southerly the radius point of which bears South 0°49'58" West a distance of 21.00 feet;
 Thence along said curve, through a central angle of 22°20'13" a distance of 8.19 feet to the Northeast corner of said Parcel 1;
 Thence along the East line of said Parcel 1 South 4°57'56" West a distance of 108.56 feet to the Southeast corner of said Parcel 1 being the Point of Beginning.

Exhibit B

Plat Map



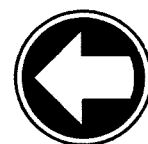
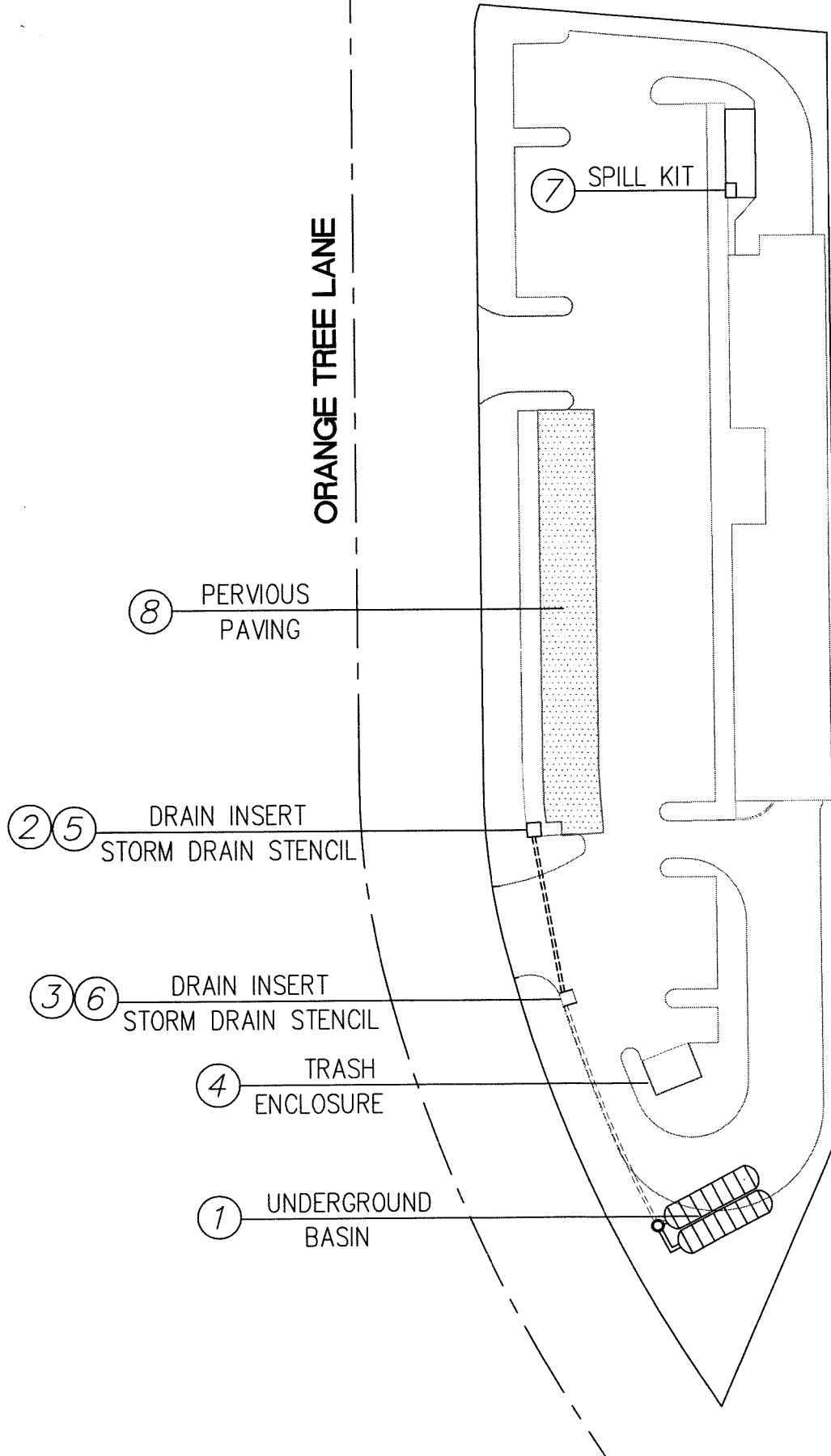
SCALE: 1"=60'

ALABAMA STREET

Exhibit C
Stormwater Pollution Control Devices

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	Underground Chambers (Stormtech)	34.068636	-117.210108	Property Owner	Quarterly, & as needed
2	Drain Inserts	34.068787	-117.209746	Property Owner	Monthly & as needed
3	Drain Inserts	34.068769	-117.209912	Property Owner	Weekly collection
4	Trash Enclosure	34.068676	-117.210003	Property Owner	Monthly & as needed
5	Storm Drain Stencil	34.068787	-117.209746	Property Owner	Monthly & as needed
6	Storm Drain Stencil	34.068769	-117.209912	Property Owner	Monthly & as needed
7	Spill Contingency Plan/Kit	34.068592	-117.209256	Property Owner	Quarterly, & as needed
8	Pervious Paving	34.068776	-117.209554	Property Owner	Quarterly, & as needed
9					
10					

Exhibit D BMP LOCATION MAP



SCALE: 1"=50'