



Recorded in Official Records
County of San Bernardino

Bob Dutton
Assessor-Recorder-County Clerk

DOC # 2020-0202391

06/18/2020

11:23 AM

SAN

G8467

Titles: 1 Pages: 10

Fees: \$0.00

Taxes: \$0.00

CA SB2 Fee: \$0.00

Total: \$0.00

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)
APN 0294-091-17-0000

THIS AGREEMENT is made and entered into this 16TH day of JUNE, 2020, by and between Edward Quarshie & Nana Sheila Oteng-Quarshie, 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 28300 San Timoteo Canyon Road] and filed as 2257-PG] (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 Infiltration Basin & Fossil 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 Edward Quarshie & Nana Sheila Oteng-Quarshie, husband and wife as joint tenants] 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. 0294-091-17-0000], 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

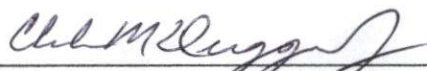
OWNER

Edward Quarshie & Nana Sheila Oteng-
Quarshie]
Owner]
950 Wedgewood Ct.]
Rialto, Ca 92376]

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.

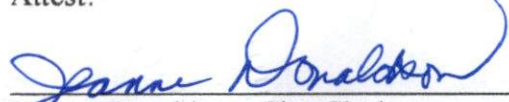
IN WITNESS WHEREOF, the Parties hereto have affixed their signatures as of the date first written above.

CITY OF REDLANDS:



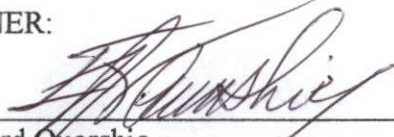
Charles M. Duggan Jr., City Manager

Attest:

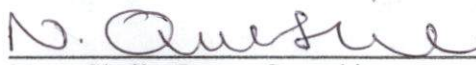


Jeanne Donaldson, City Clerk

OWNER:



Edward Quarshie
Owner, Husband



Nana Sheila Oteng-Quarshie
Owner, Wife

~~Replace this page with a fully executed Notary Acknowledgment page.~~

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 June 16, 2020 before me, Diana Rains, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charles M. Daggan, Jr and
Name(s) of Signer(s)
Jeanne Donaldson

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 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: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 6/9/2020 before me, Samuel Luna Notary Public
(Here insert name and title of the officer)

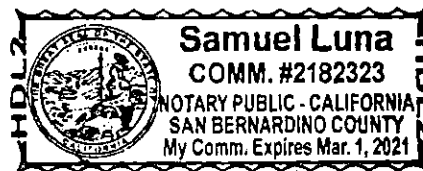
personally appeared NANA OTENG - QUARSHIE EDWARD QUARSHIE
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
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.

Samuel Luna
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Maintenance

(Title or description of attached document)

Agreement

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Exhibit A
Legal Description

All that certain real property situated in the County of San Bernardino State of California described as follows:

That portion of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 10, Township 2 South, Range 3 West, San Bernardino Base and Meridian, In the City of Redlands, County of San Bernardino, State of California, according to the Official Plat thereof described as follows:

Beginning at the intersection of the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 10, Township 2 South, Range 3 West, San Bernardino Base and Meridian, with the centerline of San Timoteo County Highway; thence South $42^{\circ} 25'$ East along the centerline of said highway 128.8 feet; thence South $40^{\circ} 22'$ East 212.35 feet; thence South $29^{\circ} 25'$ West along the Northwesterly boundary line of the Smiley Reservoir Lot 162.15 feet; thence South $13^{\circ} 39'$ East 128.55 feet; thence South $58^{\circ} 51'$ East 81.65 feet; thence South $38^{\circ} 38'$ East 103.15 feet; thence South $67^{\circ} 55'$ West 310 feet more or less to the Easterly line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section; thence North along said East line 727.8 feet to the point of beginning.

Assessor's Parcel Number: 0294-091-17-0000



SAKE ENGINEERS, INC.
LAND SURVEYING & ENGINEERING
400 S. RAYMOND AVE. STE. 202
CORONA, CA 92709
(951) 279-4041
(951) 279-4042
(951) 279-4043

CITY OF REDLANDS	
PLAT MAP	
APN 0284-091-17-0000	
SITE PLAN	
SHEET NO. 1	
FILE NO. 0284-091-17-0000	

1 inch = 80 ft.

LEGAL DESCRIPTION:
ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:
THAT PORTION OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, WITH THE CENTERLINE OF SAN TIMOTEO CANYON HIGHWAY; THENCE SOUTH 42° 28' EAST ALONG THE CENTERLINE OF SAID HIGHWAY 128.0 FEET; THENCE SOUTH 40° 22' EAST 212.35 FEET; THENCE SOUTH 28° 25' WEST ALONG THE NORTHWESTERLY BOUNDARY LINE OF THE SABLEY RESERVOIR LOT 162.16 FEET; THENCE SOUTH 13° 39' EAST 128.55 FEET; THENCE SOUTH 58° 51' EAST 81.65 FEET; THENCE SOUTH 38° 38' EAST 103.16 FEET; THENCE SOUTH 07° 55' WEST 310 FEET MORE OR LESS TO THE EASTERLY LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH ALONG SAID EAST LINE 727.8 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER:
0284-091-17-0000

TOTAL ACREAGE:
2.83 AC

ASSESSOR'S PARCEL NO.:
0284-091-17-0000

ENGINEER:
SAKE ENGINEERS, INC.
400 S. RAYMOND AVE. STE. 202
CORONA, CA 92709
(951) 279-4041
(951) 279-4042
(951) 279-4043

OWNER/DEVELOPER:
EDWARD QUARSHIE
850 WEDGEWOOD CT.
RIALTO, CA 92378
(951) 626-8547 PH.

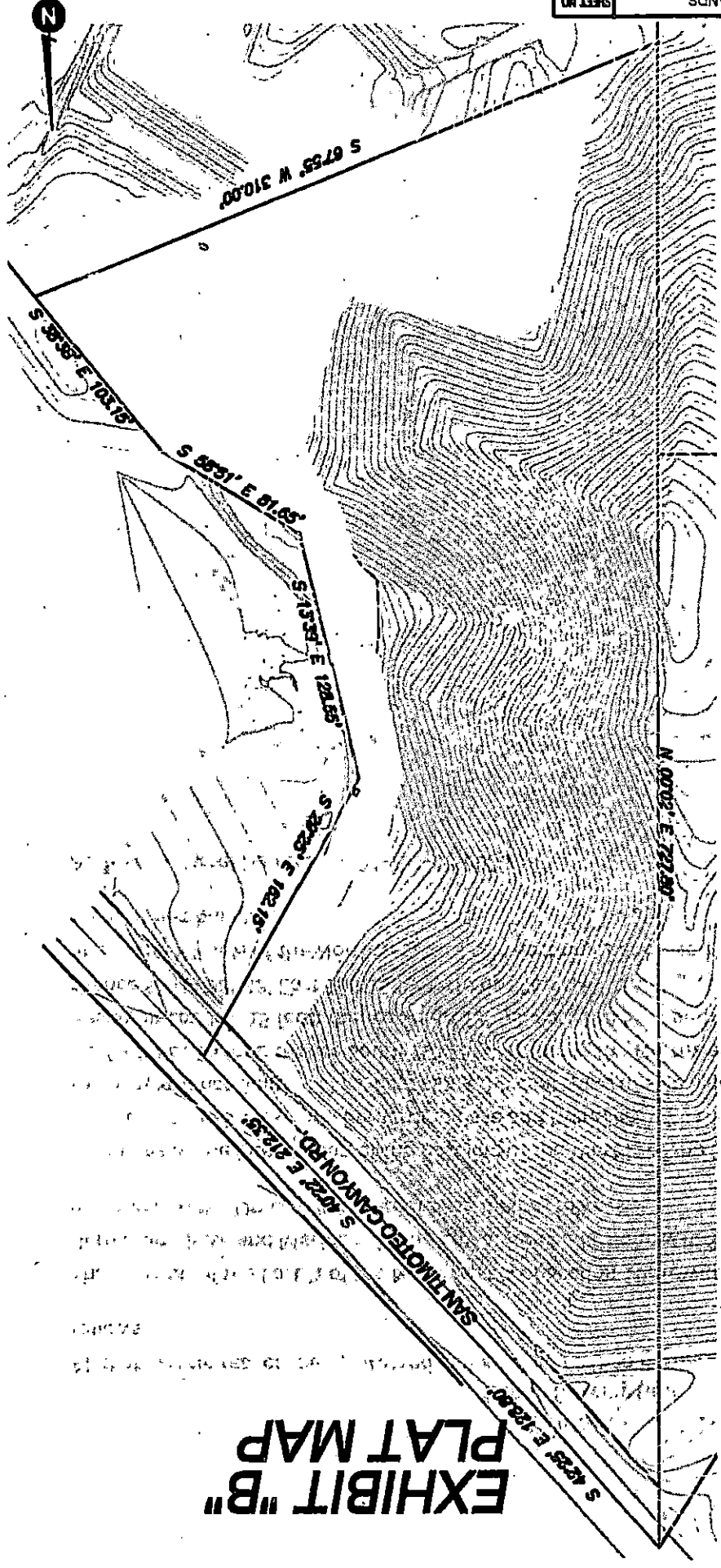
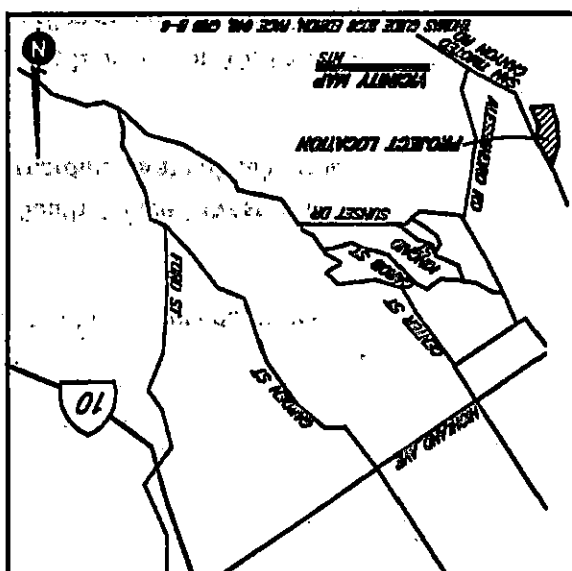
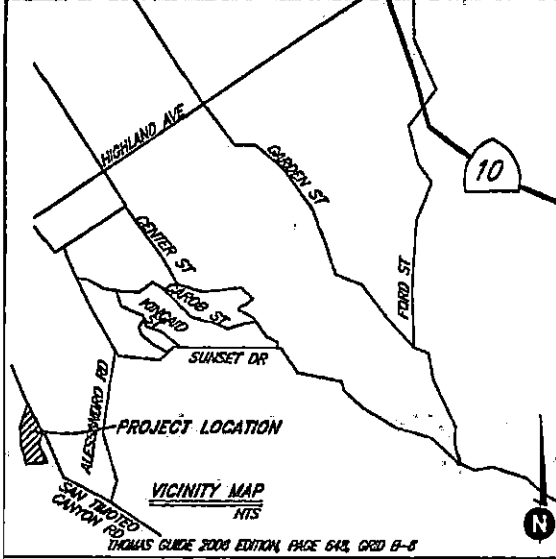


EXHIBIT "B"
PLAT MAP

Exhibit C
Stormwater Pollution Control Devices

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	TC-11 Infiltration Basin #1	34.01453	-117.18606	Edward Quarshie	Quarterly
2	TC-11 Infiltration Basin #2	34.01485	-117.18562	Edward Quarshie	Quarterly
3	Area drain with fossil filter	34.01463	-117.18576	Edward Quarshie	Quarterly
4					
5					
6					
7					
8					
9					
10					

EXHIBIT "D" BMP LOCATION MAP



LEGEND:

SD-11
SD-12
TC-11

APPLICATION:

ROOF RUNOFF CONTROLS
LANDSCAPE AREA
INFILTRATION TRENCH

OWNER/DEVELOPER:

EDWARD QUARSHIE
950 WEDGEWOOD CT.
RIALTO, CA 92376
(213) 626-9547 PH.

ENGINEER:

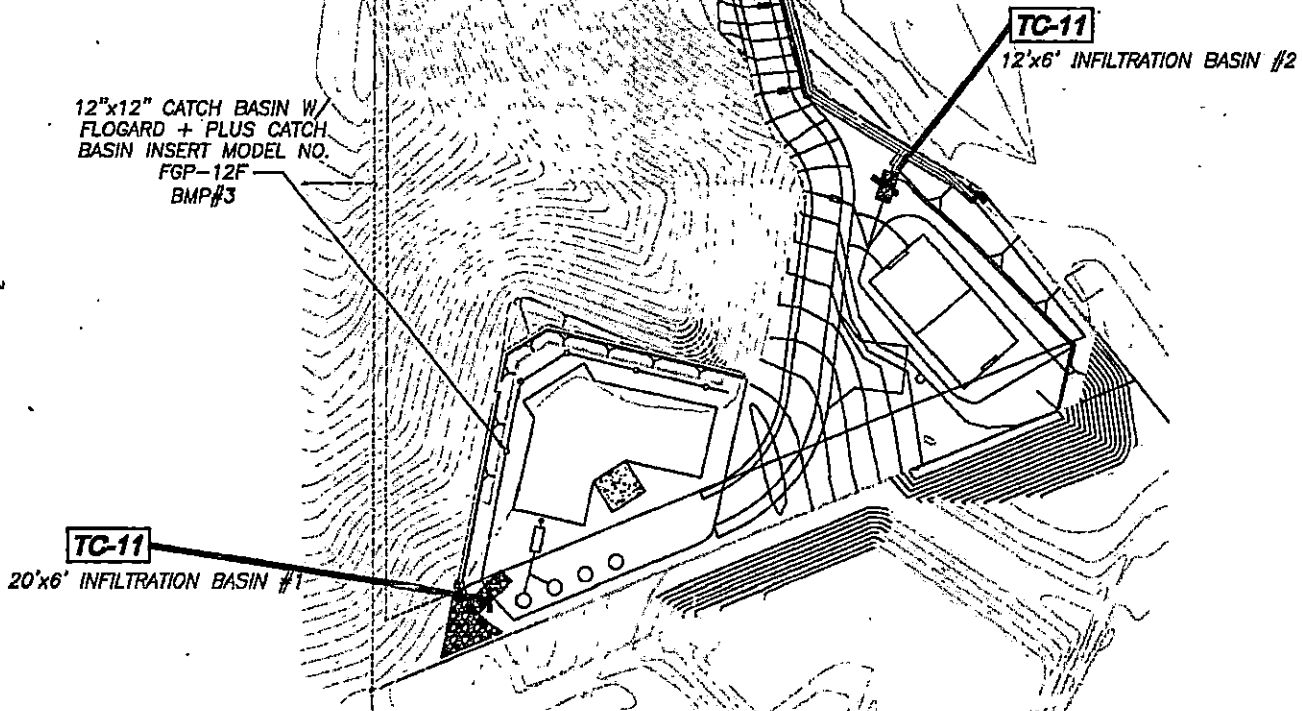
SAKE ENGINEERS, INC.
400 S. RAMONA AVE. STE. 202
CORONA, CA 92879
(951) 279-4041

ASSESSORS PARCEL NO.:

0294-091-17-0000

TOTAL ACREAGE:

2.83 AC



SAKE ENGINEERS, INC.
ENGINEERING • SURVEYING • LAND DEVELOPMENT
400 S. RAMONA AVE. STE. 202
CORONA, CALIFORNIA 92879
(951) 279-4041 FAX (951) 279-2830

CITY OF REDLANDS
OPERATION & MAINTENANCE PLAN
FOR
APN 0294-091-17-0000
SITE PLAN

SCALE: AS SHOWN ON PLAN

SHEET NO.
1
OF 1 SHEETS
FILE NO.



1 inch = 80 ft.