



Electronically
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County of San Bernardino
Bob Dutton
Assessor-Recorder-County Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

DOC# 2020-0359022

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

09/23/2020
03:14 PM
SAN
12950

Titles: 1 Pages: 12

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)
0169-281-64, 66 & 67

THIS AGREEMENT is made and entered into this 10 day of September, 2020 by and between Redlands Railway District, 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 Stuart Avenue Parking Garage and 3rd Street Office/Retail Building and filed as CUP 1144 and CRA 916 (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 catch basin filter 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 Redlands Railway District, 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. 0169-281-64, 66 & 67, 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

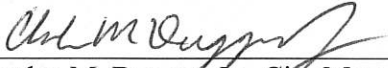
OWNER

Redlands Railway District, LLC, a
California limited liability company
Attn: Don Berry
P.O. Box 7538
Redlands, CA

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.

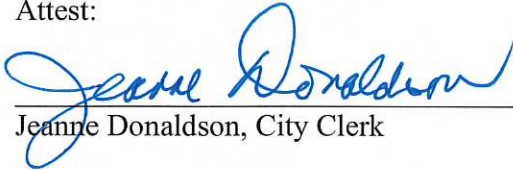
CITY OF REDLANDS:


Charles M. Duggan Jr., City Manager

OWNER:

REDLANDS RAILWAY DISTRICT,
LLC, a California limited liability company
BY ITS MANAGER: JUDSON &
BROWN, LLC,
a Nevada limited liability company

Attest:


Jeanne Donaldson, City Clerk

By: 
Donald J. Berry, Jr., Manager

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.

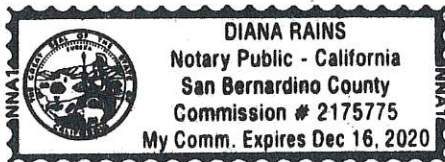
State of California

County of San Bernardino }

On September 23, 2020 before me, Diana Rains, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Charles M. Duggan 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: Stormwater CUP No. 1144 + CRA No. 916

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: _____

ALL CAPACITY 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 9/10/2020 before me, Veronica Burgess, Notary Public
(Date) (Name and title of the officer)

personally appeared Donald S. Berry, Jr.
(Name of person signing)

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.

Veronica Burgess
Signature of officer



(Seal)

**Exhibit A
Legal Description**

PARCEL A:

PARCEL 2 OF PARCEL MAP NO.5659, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53, PAGE 90 AND 91, OF PARCEL MAPS, IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL THAT PORTION OF SAID LAND AS CONTAINED IN FINAL ORDER OF CONDEMNATION, AS RECORDED JUNE 25, 1998 AS INSTRUMENT NUMBER 98-243689 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY OF CALIFORNIA, IN GRANT DEED RECORDED NOVEMBER 26, 2018 AS INSTRUMENT NO. 2018-0438473, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2;
THENCE SOUTH 89°42'18" WEST, ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 202.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°00'27" EAST 160.04 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 2, SAID POINT BEING THE POINT OF TERMINUS.
DESCRIPTION CONTAINS 0.79 ACRES, MORE OR LESS.**

APN: 0169-281-66

PARCEL B:

AN IRREGULAR SHAPED PARCEL OF LAND IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING ALL THOSE PORTIONS OF LOTS 18, 20, 21 TO 26, INCLUSIVE AND THE 15 FOOT WIDE ALLEY (NOW VACATED) LYING SOUTHERLY OF SAID LOT 20, ALL BEING BLOCK "C" OF THE CENTRAL TOWNSITE, AS SAID LOTS AND ALLEY ARE SHOWN ON PLAT RECORDED IN BOOK 8 OF MAPS, PAGE 57, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 26, DISTANT NORTHERLY ALONG SAID EASTERLY LINE 14.10 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 26;
THENCE NORTHERLY ALONG SAID EASTERLY LINE AND ITS NORTHERLY PROLONGATION AND ALONG THE EASTERLY LINE OF SAID LOTS 18 AND 20, ALSO BEING THE WESTERLY LINE OF THIRD STREET, 54 FEET WIDE, A DISTANCE OF 168.90 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH**

AND DISTANT NORTHERLY 3.00 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID LOT 20, SAID PARALLEL LINE ALSO BEING SOUTHERLY LINE OF STUART AVENUE;
THENCE WESTERLY ALONG SAID PARALLEL LINE, 122.00 FEET;
THENCE SOUTHWESTERLY IN A DIRECT LINE 22.63 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 20, SAID POINT BEING DISTANT SOUTHERLY ALONG SAID WESTERLY LINE 13.00 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 20;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 20 AND ITS SOUTHERLY PROLONGATION AND ALONG THE WESTERLY LINE OF SAID LOT 21, A DISTANCE OF 152.90 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT NORTHERLY 14.10 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOTS 21 TO 26, INCLUSIVE;
THENCE EASTERLY ALONG SAID PARALLEL LINE 138.0 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 5659, AS PER MAP RECORDED IN BOOK 53, PAGES 90 AND 91, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2;
THENCE SOUTH 89°42'18" WEST, ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 202.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00°00'27" EAST 160.04 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 2, SAID POINT BEING THE POINT OF TERMINUS.
TOGETHER WITH THE WEST ONE-HALF (1/2) OF THIRD STREET VACATED IN RESOLUTION 8087-STREET VACATION 179 RECORDED MAY 20, 2020 AS INSTRUMENT NO. 2020-0168538 OFFICIAL RECORDS OF SAID COUNTY.
EXCEPTING AND RESERVING ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF ALL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY DAVID F. RETTIG, ET AL, IN DEED RECORDED MAY 12, 1986, AS INSTRUMENT NO. 86-122368, OFFICIAL RECORDS.

APN: 0169-281-67

PARCEL C:

PARCEL NO.1:

THE SOUTH 24.8 FEET OF LOT 17 AND ALL OF LOTS 19 AND 27 THROUGH 32, OF BLOCK "C", AMENDED MAP OF CENTRAL TOWNSITE, IN THE CITY OF

REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 57, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF VACATED THIRD STREET (BOUNDED ON THE EAST BY THE EAST LINE OF SAID THIRD STREET), PURSUANT TO THAT CERTAIN DOCUMENT ENTITLED "RESOLUTION 8087-STREET VACATION 179" RECORDED ON MAY 20, 2020 AS INSTRUMENT NO. 2020-0168538 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 27 THROUGH 32, OF BLOCK "C" OF AMENDED MAP OF CENTRAL TOWNSITE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 57, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BY DEED RECORDED JUNE 10, 2019 AS INSTRUMENT NO. 2019-0188916, TOGETHER WITH THAT PORTION OF THIRD STREET MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 32, BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE SBCTA (FORMERLY SANBAG) RAILWAY AS SHOWN ON RECORD OF SURVEY MAP RECORDED MARCH 7, 2012, IN BOOK 148, PAGES 73-92;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°41'46" WEST 191.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THIRD STREET:

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 00°17'46" WEST 14.10 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 89°41'16" EAST 191.85 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 32;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°25'06" EAST 14.13 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2;

THE 15 FOOT ALLEY BETWEEN LOT 19 OF BLOCK "C" ON THE NORTH AND LOTS 27 TO 32, INCLUSIVE, BLOCK "C" ON THE SOUTH, AS SHOWN ON AMENDED MAP OF CENTRAL TOWNSITE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 57, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0169-281-64

EXHIBIT 'B'
PLAT MAP

BNSF RAILWAY

AVENUE

STUART

APN 0169-281-66

PARCEL 'A'

N00°00'27"W 160.04'

APN 0169-281-67

PARCEL 'B'

3RD STREET
VACATED PER DOC#
2020-0168538

N89°42'52"E 191.88'

APN 0169-281-64

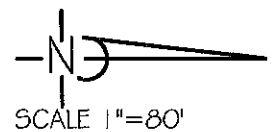
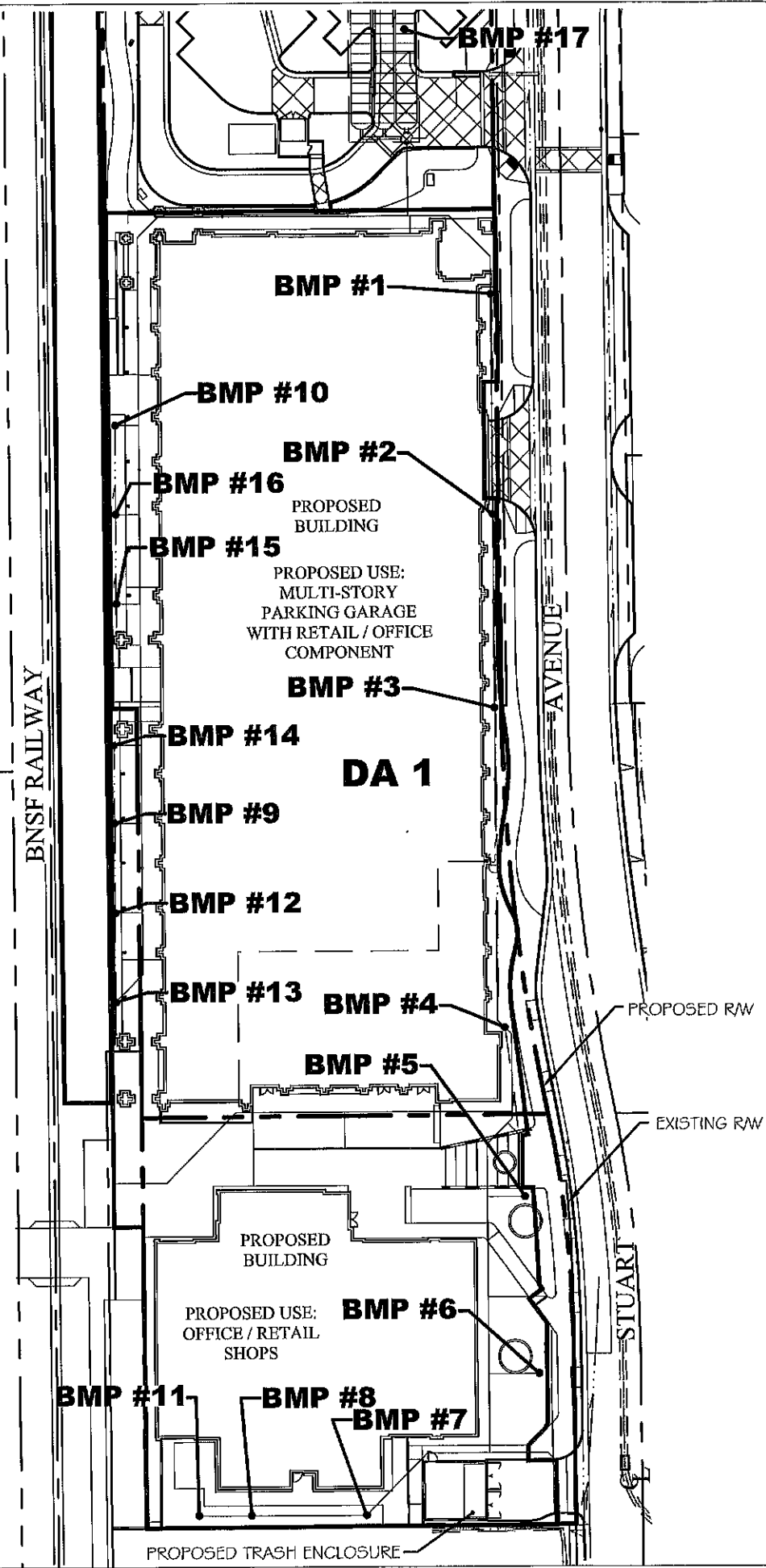


Exhibit C
Stormwater Pollution Control Devices

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	Catch Basin Insert	34.05953	-117.1854	Owner	1x every three months
2	Catch Basin Insert	34.05954	-117.1851	Owner	1x every three months
3	Catch Basin Insert	34.05954	-117.1849	Owner	1x every three months
4	Catch Basin Insert	34.05954	-117.1844	Owner	1x every three months
5	Catch Basin Insert	34.05956	-117.1842	Owner	1x every three months
6	Catch Basin Insert	34.05958	-117.1840	Owner	1x every three months
7	Catch Basin Insert	34.05938	-117.18385	Owner	1x every three months
8	Catch Basin Insert	34.05926	-117.18385	Owner	1x every three months
9	Catch Basin Insert	34.05912	-117.18477	Owner	1x every three months
10	Catch Basin Insert	34.05912	-117.18531	Owner	1x every three months
11	Catch Basin Insert	34.05920	-117.18385	Owner	1x every three months
12	Catch Basin Insert	34.05912	-117.18466	Owner	1x every three months
13	Catch Basin Insert	34.05912	-117.18454	Owner	1x every three months
14	Catch Basin Insert	34.05913	-117.18483	Owner	1x every three months
15	Catch Basin Insert	34.05913	-117.18507	Owner	1x every three months
16	Catch Basin Insert	34.05913	-117.18519	Owner	1x every three months
17	Infiltration Basin per CUP 1129	34.05945	-117.18584	Owner CUP 1129	1x in October &

EXHIBIT 'D'
BMP LOCATION MAP



N
SCALE 1"=60'