



Electronically
Recorded in Official Records
County of San Bernardino

Bob Dutton
Assessor-Recorder-County Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

DOC# 2021-0043804

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

01/29/2021
08:05 AM
SAN
F3010

Titles: 1 Pages: 10

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)

0294-141-72

THIS AGREEMENT is made and entered into this 12th day of January, 2021, by and between GORDON WILLARD PETERSON and MYRA LEE PETERSON, Husband and Wife 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 200 Edgemont Drive and filed as 2315-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 a Bioretention Basin and Catch Basin 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 GORDON WILLARD PETERSON and MYRA LEE PETERSON, Husband and Wife 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. [0294-141-72], 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

GORDON WILLARD PETERSON and
MYRA LEE PETERSON
] 200 Edgemont Drive]
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.

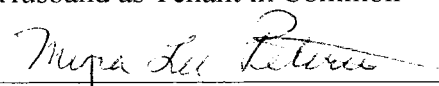
CITY OF REDLANDS:


Charles M. Duggan Jr., City Manager

CALIFORNIA NOTORIAL
LOOSE CERTIFICATE ATTACHED

OWNER:


GORDON WILLARD PETERSON,
Husband as Tenant in Common


MYRA LEE PETERSON, Wife as Tenant
in Common

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 BernardinoOn January 28, 2021

Date

before me, J.R. McCasland, Notary Public

Here Insert Name and Title of the Officer

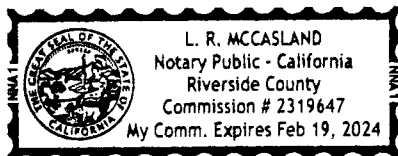
personally appeared Charles M Duggan Jr. and Jeannie Donaldson

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 J.R. McCasland

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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 or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or 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 }

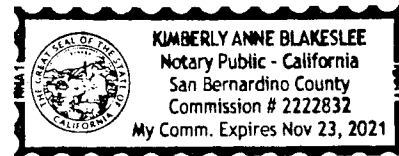
On Jan 12 2021 before me, Kimberly Anne Blakeslee Notary Public,
(Here insert name and title of the officer)

personally appeared Gordon Willard Peterson and Myra Lee Peterson 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.

Kimberly Anne Blakeslee
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Stormwater treatment device
(Title or description of attached document)
and control measure access and
(Title or description of attached document continued)
Maintenance agreement
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 PORTION OF THE EAST ½ OF GOVERNMENT LOT 10 OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST ½ OF SAID GOVERNMENT LOT 10;

THENCE ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 10, NORTH 82°41'59" EAST A DISTANCE OF 406.02 FEET;

THENCE SOUTH 36°06'54" WEST A DISTANCE OF 320.04 FEET;

THENCE SOUTH 75°09'42" WEST A DISTANCE OF 215.45 FEET TO A POINT ON THE WEST LINE OF SAID EAST ½ OF GOVERNMENT LOT 10;

THENCE ALONG SAID LINE NORTH 1°16'16" WEST A DISTANCE OF 262.19 FEET TO THE POINT OF BEGINNING.

AS SHOWN ON RECORD OF SURVEY 05-228 RECORDED IN BOOK 125/52 OF RECORDS OF SURVEY, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH AN EASEMENT AND RIGHT OF WAY FOR ROAD PURPOSES OVER AND ACROSS A STRIP OF LAND 22 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST 1/2 OF GOVERNMENT LOT 10, OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY;

THENCE SOUTH 2°7' EAST ALONG THE EAST LINE OF THE SAID EAST 1/2 OF GOVERNMENT LOT 10; 691 FEET TO THE CENTER LINE OF A 60 FOOT ROAD;

THENCE SOUTH 54°01' WEST 120 FEET ALONG THE CENTER LINE OF SAID ROAD TO THE TRUE POINT OF BEGINNING OF THE STRIP OF LAND;

THENCE NORTH 36° 16' WEST 580.9 FEET.

THENCE NORTH 39°58'15" WEST 158.80 FEET.

PREPARED BY STEVE A. LEJA - PLS 5933



1/29/2020

Exhibit B Map

LOT LINE ADJUSTMENT NO. 646

EXHIBIT "B" - SHEET 1 OF 1

APN: 294-141-13 & 294-141-14

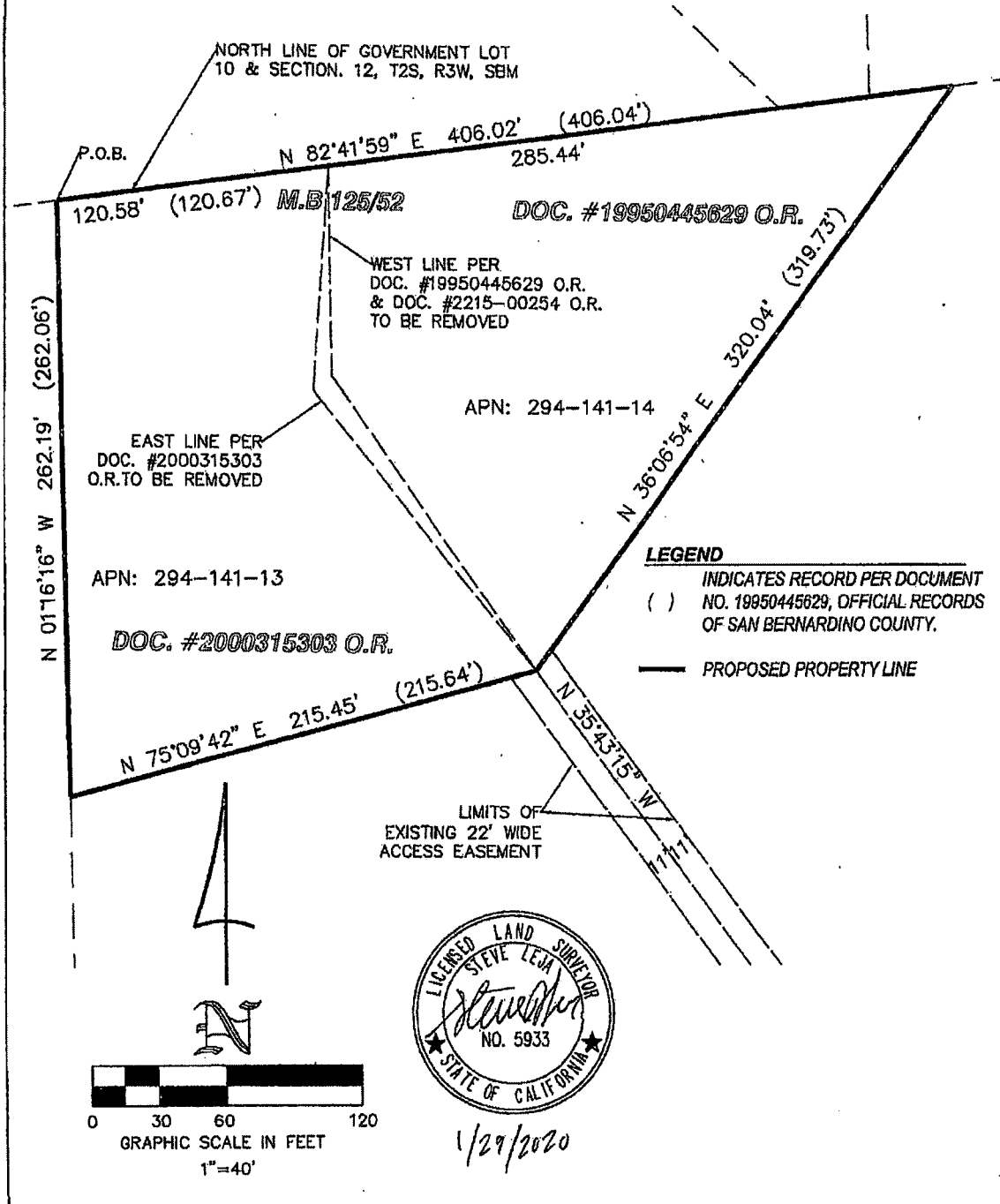


Exhibit C
Stormwater Pollution Control Devices

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	Catch Basin Insert (MP-52)	34.018276	-117.153118	Property Owner	Annually
2	Catch Basin Insert (MP-52)	34.018514	-117.153738	Property Owner	Annually
3	Bioretention Basin (TC-32)	34.018307	-117.153108	Property Owner	Annually
4					
5					
6					
7					
8					
9					
10					

EXHIBIT D

BMP Map

