

**BOB DUTTON**

ASSESSOR - RECORDER - CLERK

2:32 PM

SG

SAN

C Priority Mail

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Doc#: 2015-0006547



Titles: 1 Pages: 9

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

**STORMWATER TREATMENT DEVICE AND CONTROL MEASURE ACCESS
AND MAINTENANCE AGREEMENT**

Assessor's Parcel Number(s)

0167-511-29

THIS AGREEMENT is made and entered into this 11th day of DECEMBER, 2014 by and between Redlands Business Center, LLC, a Delaware 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 Redlands Logistics Center located east of Research Drive between Lugonia Avenue and Almond Avenue and filed as CUP #1008 (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 filters and infiltration 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

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 Logistics Center, LLC 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.0167-511-29 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
John Dobrott, Senior Vice President
Redlands Business Center, LLC,
a Delaware limited liability company
2040 Main Street, Suite #175
Irvine, CA 92614

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:



Paul W. Foster, Mayor

OWNER:



John Dobrott, Senior Vice President
Redlands Business Center, LLC
A Delaware limited liability company

Attest:


Sami Irwin, City Clerk

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on December 11, 2014, before me, Jeanne Donaldson, Deputy City Clerk, on behalf of Sam Irwin, City Clerk of the City of Redlands, California, personally appeared Paul W. Foster, Mayor, and Sam Irwin, City Clerk of the City of Redlands, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

SAM IRWIN, CITY CLERK

By: Jeanne Donaldson
Jeanne Donaldson, Deputy City Clerk
(909)798-7531

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CAPACITY CLAIMED BY SIGNER(S)

- { } **Individual(s) signing for oneself/themselves**  
{ } **Corporate Officer(s)**  
Title(s) \_\_\_\_\_  
Company \_\_\_\_\_  
{ } **Partner(s)**  
Partnership \_\_\_\_\_  
{ } **Attorney-In-Fact**  
Principal(s) \_\_\_\_\_  
{ } **Trustee(s)**  
Trust \_\_\_\_\_  
{ x } **Other**  
Title(s): Mayor and City Clerk  
Entity Represented: City of Redlands, a municipal corporation

~~~~~  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Stormwater Treatment Device and Control Measure Access and Maintenance Agreement

Date of Document: December 11, 2014

Signer(s) Other Than Named Above: John Dobrott, Senior Vice President, Redlands Business Center, LLC

OFFICIAL CALIFORNIA NOTARIAL CERTIFICATE
Acknowledgment

State of California

County of ORANGE

On 12-11-2014 before me, Myron Louis Goldstein, Notary Public personally appeared
JOHN ANTHONY DOBROTT

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 forgoing paragraph is true and correct

WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC SIGNATURE

ADDITIONAL INFORMATION

DOCUMENT INFORMATION

Document Date 12-11-2014

Document Title STORMWATER TREATMENT DEVICE AND CONTROL MEASURE ACCESS AND MAINTENANCE AGREEMENT.

Number of Pages THREE (3) PLUS THIS ACKNOWLEDGEMENT

TYPE OF IDENTIFICATION

- ☐ Personal Knowledge of the Notary Public
- ☒ Satisfactory Evidence – identification card
- ☐ One Credible Witness acknowledging identity of principal
- ☐ Two Credible Witnesses acknowledging identity of principal

EMBOSSMENT

R110337.10 (D)
12-11-14

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1 of Parcel Map No. 19437, in the City of Redlands, County of San Bernardino, State of California, as shown on the map filed in Book 242, Pages 61 and 62 of Parcel Maps, in the office of the County Recorder of said County.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

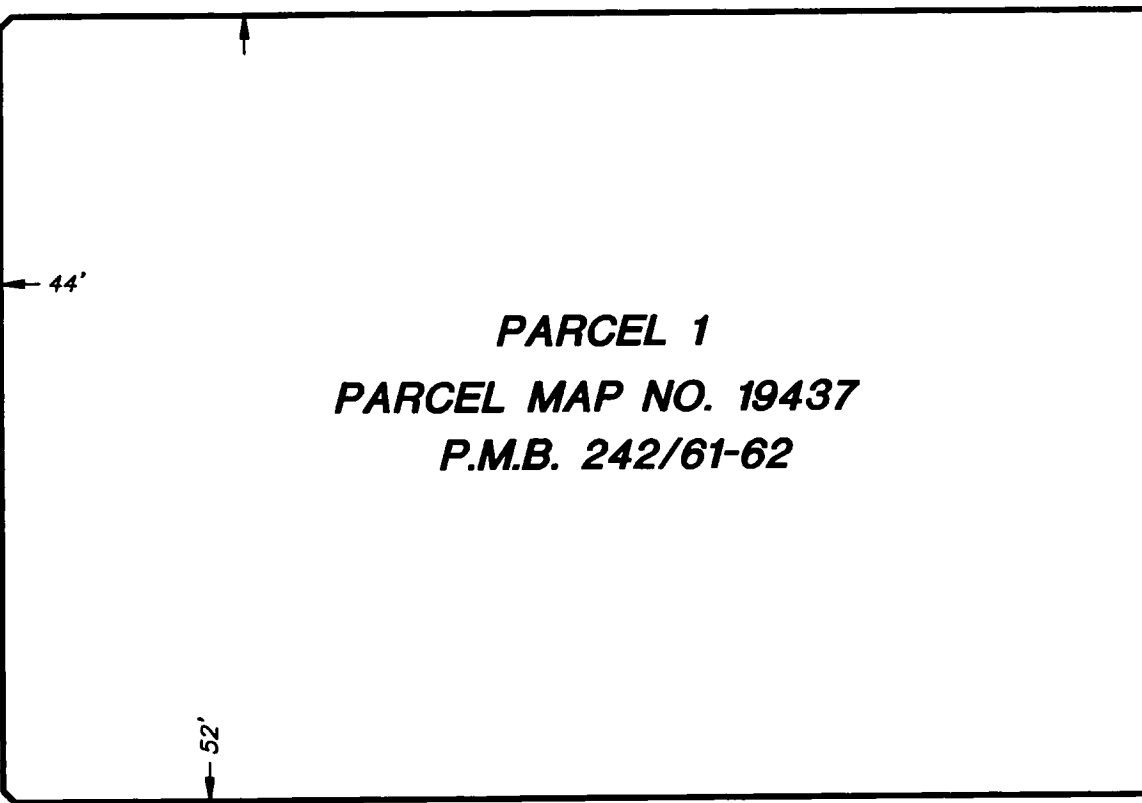

JAMES L. GARVIN, PLS 6343



P.M. NO. 15911-1
P.M.B. 197/72-79

☪ ALMOND AVENUE

☪ RESEARCH DRIVE



PARCEL 'C'
CERTIFICATE OF COMPLIANCE
NO. LLA 501
INST. NO. 2006-0586892, O.R.

☪ LUGONIA AVENUE

☪ BRYN MAWR AVENUE



HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

James L. Garvin

12-11-2014

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

**EXHIBIT B
PLAT MAP**

SCALE 1"=300'

DRAWN BY PMP

CHECKED BY JLG

DATE 12/11/2014

JOB NO.
R110337.08

Exhibit C
Stormwater Pollution Control Devices

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	Infiltration Basin #1	34.07369	117.23417	Owner	Monthly
2	Infiltration Basin #2	34.07059	117.23586	Owner	Monthly
3	Infiltration Basin #3	34.07369	117.23387	Owner	Monthly
4	Infiltration Basin #4	34.07369	117.23227	Owner	Monthly
5	Infiltration Basin #5	34.07059	117.23314	Owner	Monthly
6	Infiltration Basin #6	34.07137	117.23135	Owner	Monthly
7	Catch Basin A-1	34.07194	117.23146	Owner	Quarterly
8	Catch Basin A-2	34.07231	117.23166	Owner	Quarterly
9	Catch Basin A-3	34.07297	117.23166	Owner	Quarterly
10	Catch Basin A-4	34.07376	117.23299	Owner	Quarterly
11	Catch Basin B-1	34.07076	117.23620	Owner	Quarterly
12	Catch Basin B-2	34.07372	117.23583	Owner	Quarterly
13	Catch Basin C-1	34.07328	117.23659	Owner	Quarterly
14	Catch Basin C-2	34.07361	117.23667	Owner	Quarterly
15	Catch Basin C-3	34.07361	117.23659	Owner	Quarterly
16	Catch Basin C-4	34.07363	117.23651	Owner	Quarterly
17	Underground Chambers	34.073611	117.23639	Owner	Quarterly

