

**BOB DUTTON**

ASSESSOR - RECORDER - CLERK

9:50 AM

NC

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#: 2015-0152386



Titles: 1 Pages: 10

Fees 0.00

Taxes 0.00

Other 0.00

PAID \$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)
0292-033-07, -08, -09, -10, -14, and -15

THIS AGREEMENT is made and entered into this 7TH day of APRIL, 2015, by and between **Redlands 52 Development, LLC** ("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 **Planned Development No. 3 / Buildings 1 and 2 - Lugonia Avenue and Bryn Mawr Avenue, Redlands, CA** and filed as **M15-0266** (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 **five infiltration basins and two sets of underground infiltration chambers** (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 52 Development, 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. **0292-033-07, -08, -09, -10, -14, and -15**, 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 M. Magness
Redlands 52 Development, LLC
901 Via Piemonte, Suite 175
Ontario, CA 91764

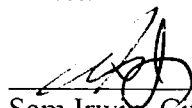
9. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. Any amendment to this Agreement shall be in writing and approved by the City Council of City and signed by the City and the Owner.

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

CITY OF REDLANDS

Paul Foster, Mayor

Attest:


Sam Irwin, City Clerk

OWNER:
Redlands 52 Development, LLC

By: _____
John M. Magness
Sr. Vice President

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 4/3/15 before me, Theresa Wright, Notary Public,
(here insert name and title of the officer)

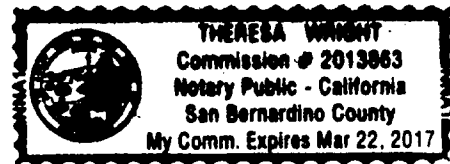
personally appeared John M. Magness

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 Theresa Wright



(Seal)

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 4-7-15 before me, Jeanne Donaldson, Deputy City Clerk,
(Date) (Name and title of the officer)

personally appeared Paul W. Foster and Sam Irwin,
(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.

Jeanne Donaldson
Signature of officer



EXHIBIT "A"

SHEET 1 OF 2

(LEGAL DESCRIPTION)

THE LAND REFERRED TO HEREON IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE: (ASSESSORS PARCEL NUMBER: 0292-033-07 AND 0292-033-08)

LOTS 2 AND 3, BLOCK 4, LA DREW SUBDIVISION, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES BY DEED RECORDED JANUARY 6, 1961 IN BOOK 5320, PAGE 273, OF OFFICIAL RECORDS.

PARCEL TWO: (ASSESSORS PARCEL NUMBER: 0292-033-09 AND 0292-033-015)

LOTS 1 AND 4, BLOCK 4, LA DREW SUBDIVISION, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES BY DEED RECORDED JANUARY 6, 1961 IN BOOK 5320, PAGE 273, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE EAST 7 FEET.

PARCEL THREE: (ASSESSORS PARCEL NUMBER: 0292-033-10 AND 0292-033-14)

LOTS 2 AND 3, BLOCK 3, THE WEST 14.50 FEET OF LOTS 1 AND 4, BLOCK 3, AND THE EAST 7.00 FEET OF LOTS 1 AND 4, BLOCK 4, LA DREW SUBDIVISION, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES BY DEED RECORDED JANUARY 6, 1961 IN BOOK 5320, PAGE 273, OF OFFICIAL RECORDS.

PARCEL FOUR: (ASSESSORS PARCEL NUMBER: 0292-033-12)

ALL OF THAT PORTION OF LOT 4, BLOCK 3, LA DREW SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGE(S) 44, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF AN 82.5 FOOT ROAD KNOWN AS CALIFORNIA STREET (FORMERLY PENNSYLVANIA AVENUE), SOUTH 0° 04' 30" WEST, 76.00 FEET FROM THE CENTER LINE INTERSECTION OF SAID CALIFORNIA STREET AND LUGONIA AVENUE; THENCE SOUTH 89° 55' 30" WEST, 41.25 FEET TO THE TRUE POINT OF BEGINNING ON THE EAST LINE OF SAID LOT 4; THENCE FROM THE TRUE POINT OF BEGINNING, NORTH 89° 55' 30" WEST, 60.00 FEET; THENCE SOUTH 0° 04' 30" WEST, 40.00 FEET; THENCE SOUTH 89° 55' 30" EAST, 60.00 FEET TO A POINT IN THE SAID EAST LINE OF LOT 4; THENCE NORTH 0° 04' 30" EAST, 40.00 FEET ALONG SAID EAST LINE OF LOT 4 TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE WELL AND PUMPING PLANT AND APPURTENANCES SITUATE UPON SAID REAL PROPERTY, AND TOGETHER WITH ALL RIGHTS OF THE BANK TO PUMP OR EXTRACT WATER FROM OR BY MEANS OF SAID WELL.

ALL OF THE ABOVE DESCRIBED LAND, WELL, PUMPING PLANT AND RIGHTS ARE HEREINAFTER COLLECTIVELY CALLED "WELL NO. 2"

EXHIBIT "A"

SHEET 2 OF 2

(LEGAL DESCRIPTION)

PARCEL FIVE:

A 16-FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A PORTION OF LOT 4, BLOCK 3, LA DREW SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 12 OF MAPS, PAGE(S) 44, RECORDS OF SAID COUNTY, AS CONVEYED BY A GRANT OF EASEMENT RECORDED OCTOBER 22, 1996, INSTRUMENT NO. 19960390247, OFFICIAL RECORDS, FROM CALIFORNIA GATEWAY, A CALIFORNIA LIMITED PARTNERSHIP, TO CHAPMAN INVESTMENT COMPANY, A CALIFORNIA LIMITED PARTNERSHIP, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER LINE INTERSECTION OF LUGONIA AVENUE AND CALIFORNIA STREET (FORMERLY PENNSYLVANIA AVENUE); THENCE ALONG SAID CENTER LINE OF CALIFORNIA STREET, SOUTH 00° 23' 41" EAST, 261.43 FEET; THENCE SOUTH 89° 36' 19" WEST, 63.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 36' 19" WEST, 62.00 FEET; THENCE NORTH 00° 23' 41" WEST, 145.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 37.50 FEET, AND WHOSE INITIAL TANGENT BEARS NORTH 34° 38' 22" EAST; THENCE NORTHEASTERLY 29.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 19' 44" TO THE TERMINATION OF SAID EASEMENT ON THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2571, PAGE 482, OFFICIAL RECORDS OF SAID COUNTY.

THE SIDE LINES OF SAID EASEMENT SHALL BE SHORTENED OR EXTENDED TO TERMINATE ON SAID WEST LINE.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR IRRIGATION LINE OVER AND ACROSS THE SOUTH 20 FEET OF THE NORTH 50 FEET OF LOT 4, BLOCK 3 OF SAID LA DREW SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE EAST 60 FEET AND THE WEST 14.5 FEET.

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:


BRIAN L. THIENES
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2015

4/3/15
DATE



SCALE: 1" = 250'

EXHIBIT "B"

SHEET 1 OF 1

LUGONIA

(PLAT MAP)

AVENUE

BRYN MAWR
AVENUE

907.66 W 81.520 N
Δ=42°17'26"
R=52.00'
L=38.38'

N 0°25'18" W 37.38'
N 49°05'27" E 3.94'

LOT 3

BLOCK

LA

N 0°25'18" W 79.86'

M.

Δ=23°53'44"
R=35.00'
L=14.60'

LOT 2

N 0°25'18" W 415.44'

S 31°24'18" E 17.48'

N 0°25'18" W 78.89'

S 89°02'42" E 656.70'

N 0°25'18" W 64.12'

S 89°02'42" E 35.01'

LOT 4

DREW

B.

LOT 1

N 86°58'01" E 556.08'

S 89°25'55" W 1919.43'

LOT 3

BLOCK

SUBDIVISION

12 / 44

LOT 2

N 87°51'02" E 698.33'

LOT 4

3

S 0°24'05" E 1118.32'

LOT 1

CHRISTOPHER COLUMBUS
TRANSCONTINENTAL HIGHWAY

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

BRIAN L. THIENES
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2015

4/3/15
DATE



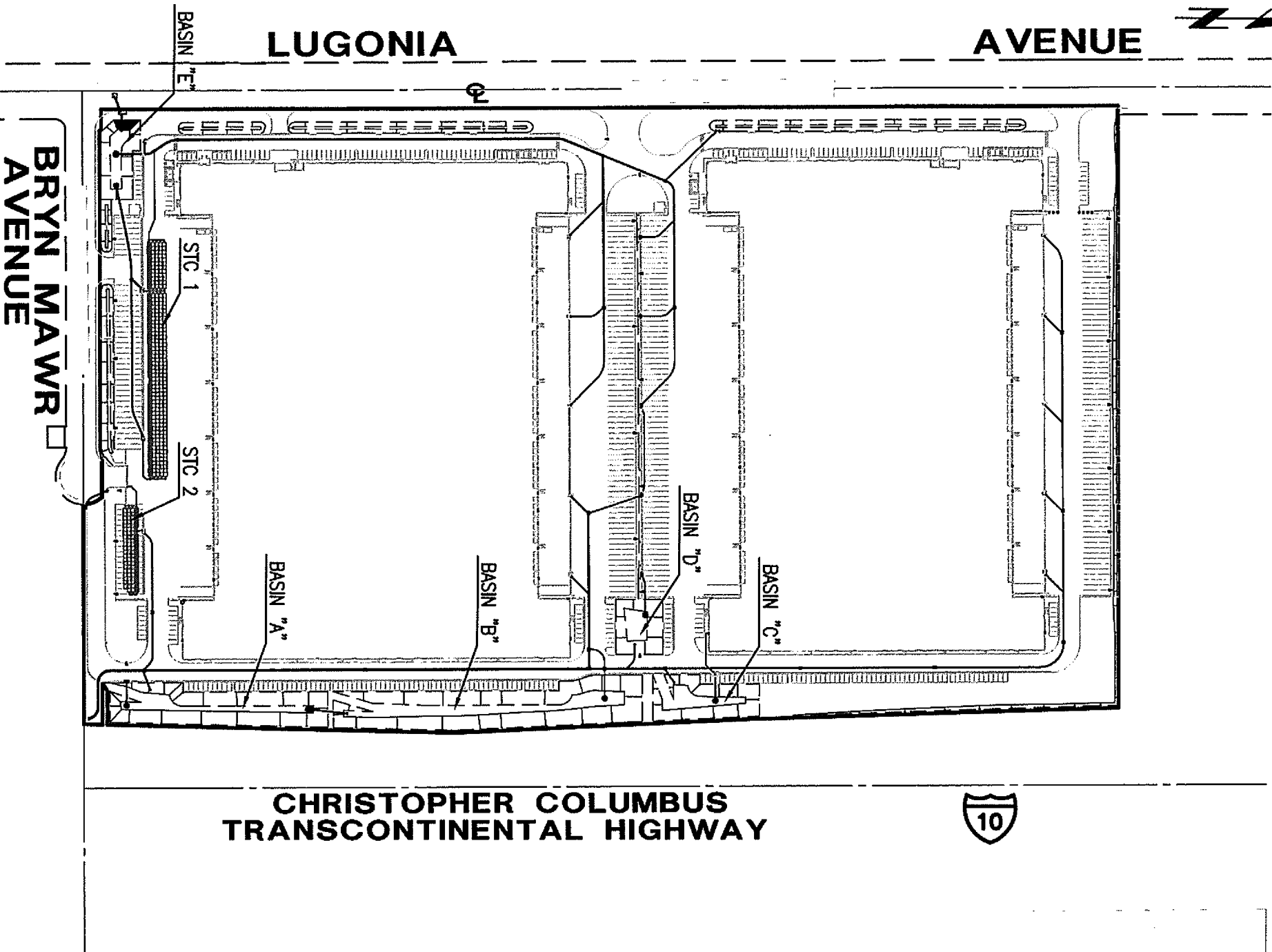
Exhibit C
Stormwater Pollution Control Devices

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
Basin A	Infiltration Basin	34.067155	-117.233691	Redlands 52 Development, LLC	Before each rainy season, after any rain event or once per month, whichever is more
Basin B	Infiltration Basin	34.067226	-117.232468	Redlands 52 Development, LLC	Before each rainy season, after any rain event or once per month, whichever is more
Basin C	Infiltration Basin	34.067244	-117.231138	Redlands 52 Development, LLC	Before each rainy season, after any rain event or once per month, whichever is more
Basin D	Infiltration Basin	34.067839	-117.231535	Redlands 52 Development, LLC	Before each rainy season, after any rain event or once per month, whichever is more
Basin E	Infiltration Basin	34.069901	-117.234539	Redlands 52 Development, LLC	Before each rainy season, after any rain event or once per month, whichever is more
STC 1	Underground Infiltration Chamber	34.06879	-117.23411	Redlands 52 Development, LLC	Semi-annually (October 1 st and February 1 st)
STC 2	Underground Infiltration Chamber	34.067821	-117.234142	Redlands 52 Development, LLC	Semi-annually (October 1 st and February 1 st)

SCALE: 1" = 250'

EXHIBIT "D"
(BMP MAP)

SHEET 1 OF 1



LUGONIA

AVENUE

**BRYN MAWR
AVENUE**

BASIN "E"

STC 1

STC 2

BASIN "A"

BASIN "B"

BASIN "D"

BASIN "C"

**CHRISTOPHER COLUMBUS
TRANSCONTINENTAL HIGHWAY**

