

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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



DENNIS DRAEGER
ASSESSOR – RECORDER – CLERK

R Regular Mail

Doc#: 2014 – 0346275



Titles: 1 Pages: 9

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)
0300-621-14-0-000

THIS AGREEMENT is made and entered into this 10TH day of SEPTEMBER, 20 14, by and between 12382RDLDS, 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 Cielo Ridge Estates, 1652 Calle Solejar, Redlands, CA 92373-7435 and filed as Tract 12382 (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 (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 12382RDLDS, 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. 0300-621-14-0-000, 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

ENGINEER
Abelardo Gonzalez, E.I.T.
Ludwig Engineering & Associates, Inc.
109 East Third Street
San Bernardino, CA 92410

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:



Pete Aguilar, Mayor

OWNER:



Charles Crowell/VP Operations
12382RDLDS, LLC

Attest:



Sam Irwin, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

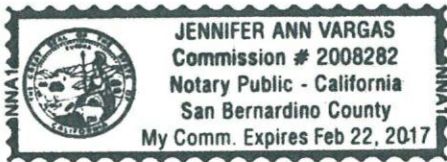
State of California

County of San Bernardino

On August 28, 2014 before me, Jennifer Ann Vargas Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charles Crowell

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: Jennifer Ann Vargas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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 September 10, 2014, before me, Jeanne Donaldson, Deputy City Clerk, on behalf of Arthur S. Irwin, City Clerk of the City of Redlands, California, personally appeared Pete Aguilar, Mayor, and Arthur S. 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.

ARTHUR S. IRWIN, CITY CLERK

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

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 _____

☒ ☐ **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: September 10, 2014

Signer(s) Other Than Named Above: Charles Crowell, Vice President Operations

EXHIBIT "A"
LEGAL DESCRIPTION

Real property in the City of Redlands, County of San Bernardino, State of California, described as follows:

LOT 31 OF TRACT NO. 12382, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 298, PAGES 53 THROUGH 58, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Contains 0.66 Acres, more or less.

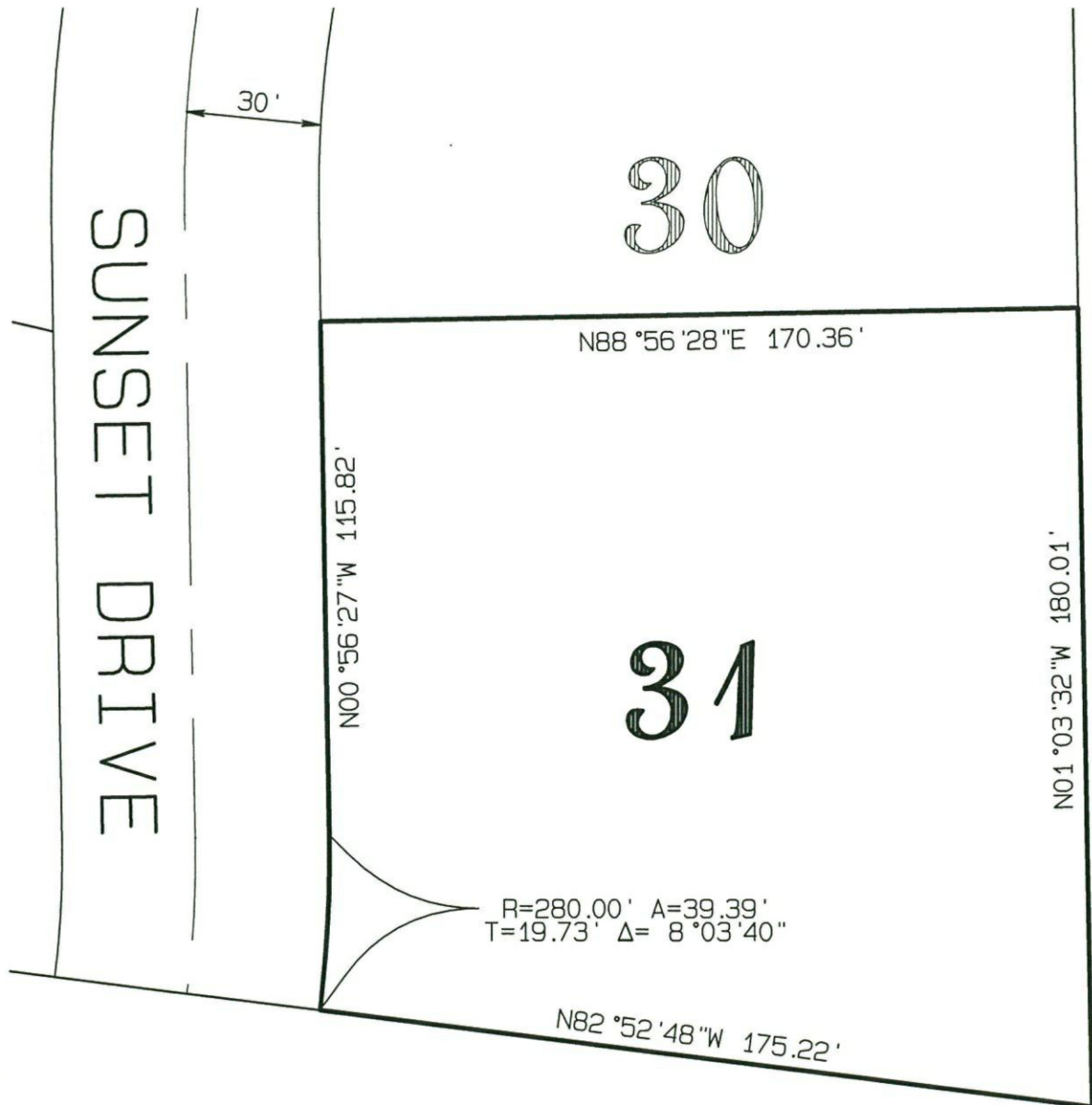
Ludwig Engineering Associates, Inc.

Prepared by me or under my supervision

 8-27-14
Scott Sturm, PLS 8549 Date
Expires 12-31-14



EXHIBIT "B"



1" = 40'



109 East 3rd Street
San Bernardino, CA 92410
(909) 884-8217
Fax: (909) 889-0153

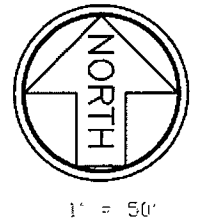
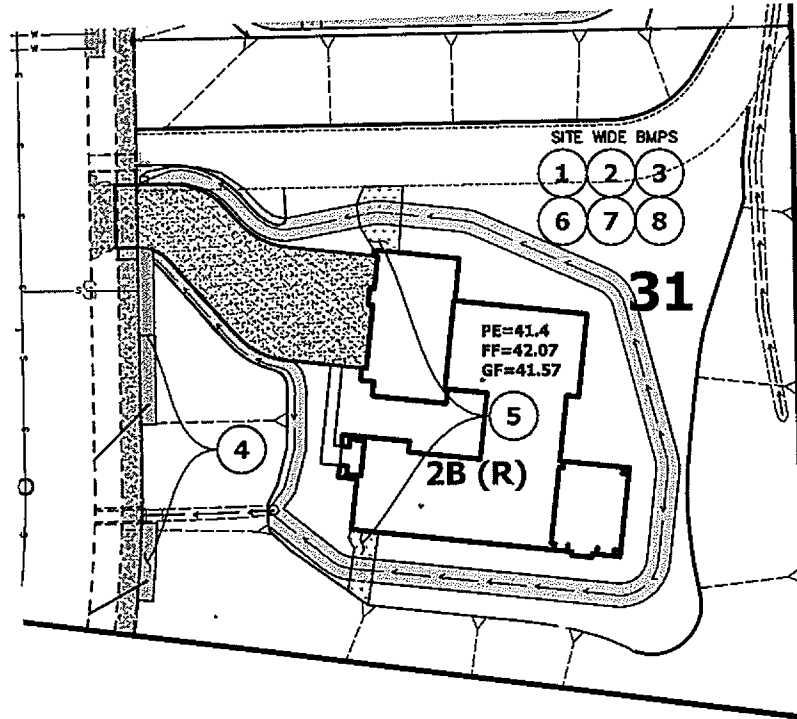
Exhibit C
Stormwater Pollution Control Devices

LOT 31

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	Landscaped Management BMPs	34.02619	117.13017	Owner	Bi-Monthly
2	Irrigation System	34.02619	117.13017	Owner	As Needed
3	Drainage Swales	34.02619	117.13017	Owner	Twice monthly and after storm event
4	Infiltration Trench	34.02622 34.02608	117.13044 117.13044	Owner	Every 2-weeks, or as often as necessary to maintain a pleasant appearance
5	On-Lot Rain Garden	34.02633 34.02608	117.13025 117.13025	Owner	Twice annually for health evaluation of trees and shrubs
6	Education of Property Owners Tenants and Occupants	34.02619	117.13017	Owner	N/A
7	Activity Restrictions	34.02619	117.13017	Owner	N/A
8	Spill Contingency	34.02619	117.13017	Owner	N/A
9					
10					

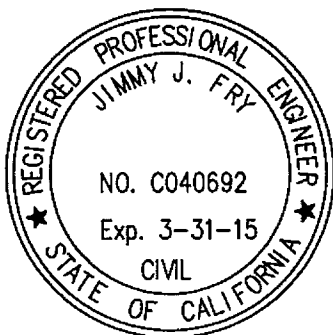
EXHIBIT "D"

BMP LOCATION MAP

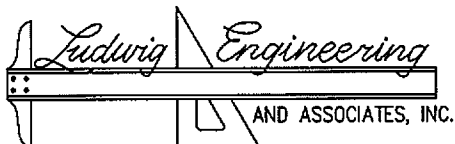


KEY NOTES:

BMP SYMBOL	DESCRIPTION	RESPONSIBLE PARTY
①	LANDSCAPED MANAGEMENT BMPs	OWNER
②	IRRIGATION SYSTEM	DEVELOPER
③	DRAINAGE SWALES	DEVELOPER/OWNER
④	INFILTRATION TRENCH	DEVELOPER/OWNER
⑤	ON-LOT RAIN GARDEN	DEVELOPER/OWNER
⑥	EDUCATION OF PROPERTY OWNERS, TENANTS AND OCCUPANTS	DEVELOPER/OWNER
⑦	ACTIVITY RESTRICTIONS	DEVELOPER/OWNER
⑧	SPILL CONTINGENCY	DEVELOPER/OWNER



PREPARED IN THE OFFICE OF:



CIVIL ENGINEERING : SURVEYING : PLANNING
109 East 3rd Street San Bernardino, CA 92410
(909) 884-8217 : (909) 889-0153 Fax

PREPARED FOR:

JEC ENTERPRISES, INC.
434 N.2nd AVE.
UPLAND, CA. 91786

TRACT 12382, LOT 31
1652 CALLE SOLEJAR
APN 0300-621-14