


**DENNIS DRAEGER**  
 ASSESSOR - RECORDER - CLERK

R Regular Mail

 RECORDING REQUESTED BY  
 AND WHEN RECORDED MAIL TO:

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

Doc#: 2014-0234041



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)  
 APN 0171-131-04

THIS AGREEMENT is made and entered into this 4<sup>TH</sup> day of JUNE, 2014, by and between Arrowhead Christian Academy ("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 Christian Middle School and filed as CUP No. 1018 (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 Arrowhead Christian Academy 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. APN 0171-131-04, portion of APN 0171-131-02 and 03, 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  
Daniel H. Cole  
Arrowhead Christian Academy  
105 Tennessee Street  
Redlands, CA 92373

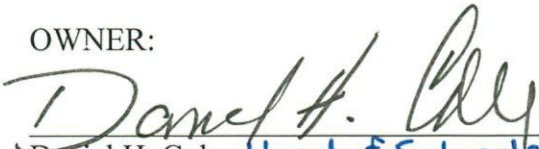
9. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. Any amendment to this Agreement shall be in writing and approved by the City Council of City and signed by the City and the Owner.

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

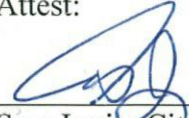
CITY OF REDLANDS:

  
\_\_\_\_\_  
Pete Aguilar, Mayor

OWNER:

  
\_\_\_\_\_  
Daniel H. Cole, Head of Schools  
Arrowhead Christian Academy

Attest:

  
\_\_\_\_\_  
Sam Irwin, City Clerk

## NOTARY ACKNOWLEDGMENT

State of California)

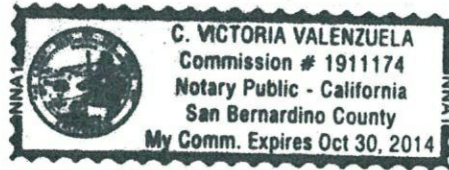
County of San Bernardino )

On May 19, 2014 before me, C. Victoria Valenzuela,  
a Notary Public, (name and title of the officer), personally appeared  
Daniel H. Cole, 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.

C. Victoria Valenzuela



## 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 June 4, 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: June 4, 2014

Signer(s) Other Than Named Above: Daniel H. Cole, Head of Schools

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING A PORTION OF LOT OR BLOCK 22 OF BARTON RANCH, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 19, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE CENTERLINE OF TENNESSEE STREET, AS SAME IS SHOWN ON SAID MAP OF BARTON RANCH, SAID POINT BEING SOUTH 01°01'34" EAST 335.28 FEET, MEASURED ALONG SAID CENTERLINE FROM THE INTERSECTION THEREOF WITH THE CENTERLINE OF CITRUS AVENUE, AS SAME IS SHOWN ON SAID MAP OF BARTON RANCH;

THENCE SOUTH 89°33'55" WEST, PARALLEL WITH SAID CENTERLINE CITRUS AVENUE, A DISTANCE OF 44.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 44.00' WESTERLY OF SAID CENTERLINE OF TENNESSEE STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 01°01'34" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 320.43 FEET;

THENCE SOUTH 89°32'45" WEST 175.05 FEET;

THENCE SOUTH 00°27'15" EAST 20.00 FEET;

THENCE SOUTH 89°32'45" WEST 124.77 FEET;

THENCE NORTH 00°27'15" WEST 270.30 FEET;

THENCE NORTH 88°58'26" EAST 98.18 FEET;

THENCE NORTH 28°55'54" EAST, A DISTANCE OF 6.25 FEET, TO A LINE PARALLEL WITH AND DISTANT 240.00 FEET WESTERLY OF SAID CENTERLINE OF TENNESSEE STREET;

THENCE NORTH 01°01'34" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 63.76 FEET;

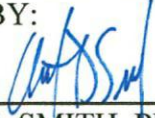
THENCE NORTH 89°33'55" EAST, PARALLEL WITH SAID CENTERLINE OF CITRUS AVENUE, A DISTANCE OF 196.01 FEET TO THE **TRUE POINT OF BEGINNING**.

(DESCRIPTION CONTINUES ON PAGE 2)

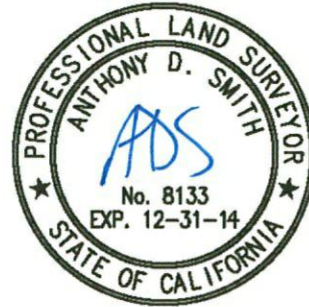
SAID LEGAL DESCRIPTION CONTAINS 2.09 ACRES, MORE OR LESS.

**ON POINT LAND SURVEYING, INC.**

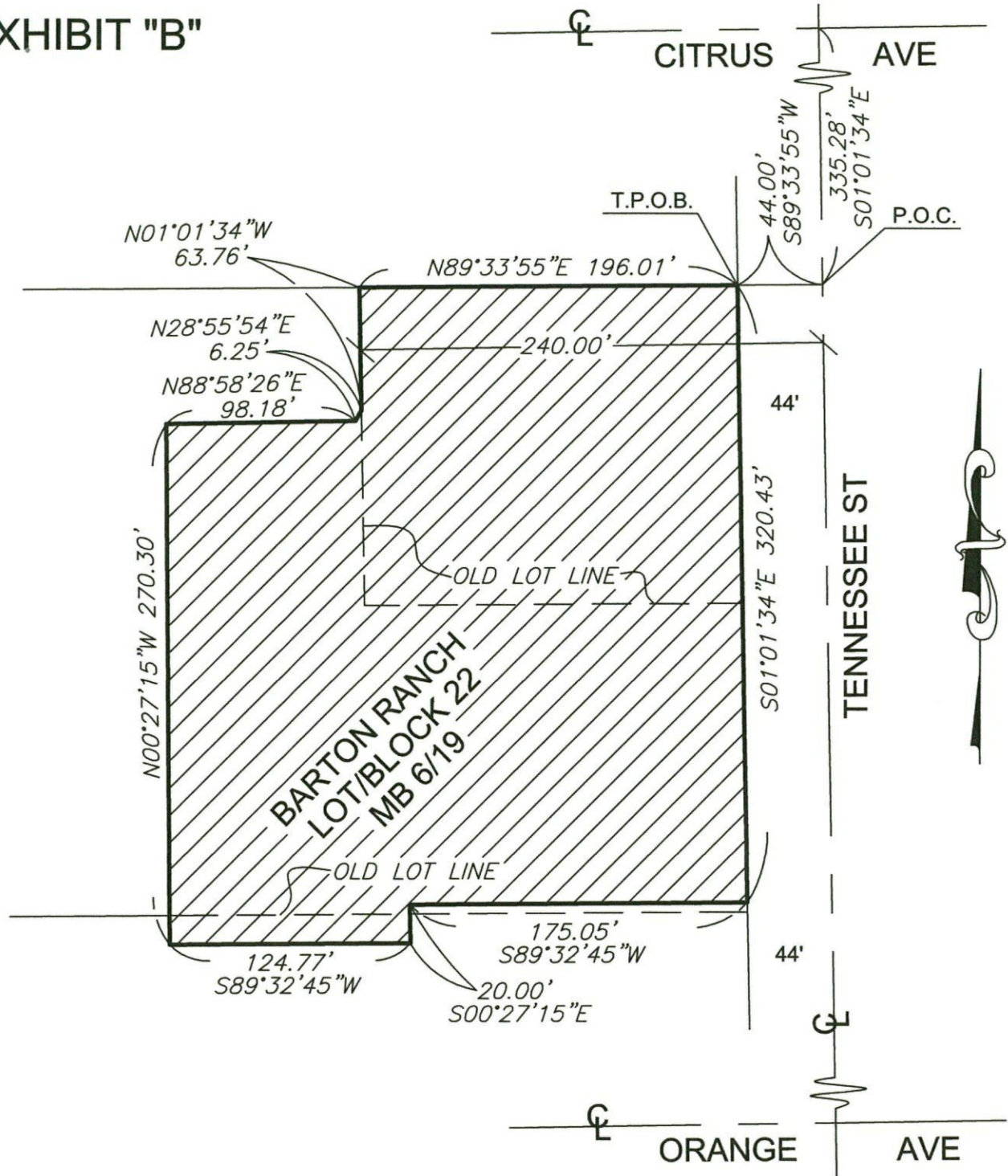
PREPARED BY:

  
\_\_\_\_\_  
ANTHONY D. SMITH, PLS 8133

DATE: 3/26/14



# EXHIBIT "B"



## PLAT

PREPARED AT THE REQUEST OF THATCHER ENGINEERING & ASSOCIATES, INC.

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

PREPARED BY:  
ON POINT LAND  
SURVEYING, INC.

SCALE: 1"=80'

DATE: DECEMBER 2013

SHEET 1 OF 1

PREPARED BY:

DATE:

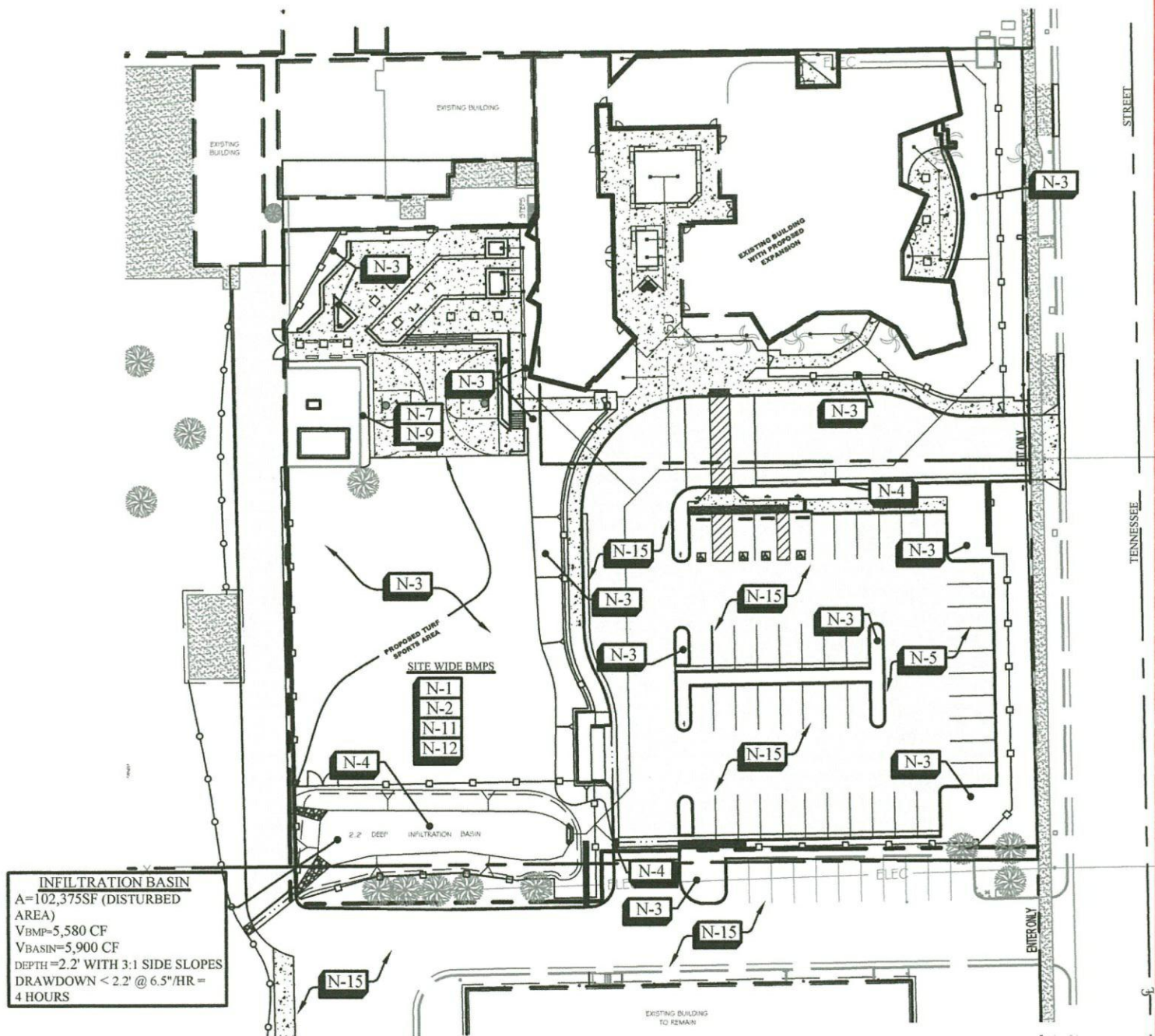
3/26/14

**Exhibit C**  
**Stormwater Pollution Control Devices**

| <b>Stormwater Pollution Control Devices</b> |                                                     |          |            |                         |                                                                         |
|---------------------------------------------|-----------------------------------------------------|----------|------------|-------------------------|-------------------------------------------------------------------------|
| BMP #                                       | BMP or Pollution Control Device                     | Latitude | Longitude  | Maintenance Provided By | Frequency                                                               |
| N-1                                         | Education of Property Owners, Tenants and Occupants | 34.05453 | -117.20040 | Owner                   | Within 6 months of new employees and annually thereafter.               |
| N-2                                         | Stormwater BMPs Activity Restrictions               | 34.05453 | -117.20040 | Owner                   | N/A                                                                     |
| N-3                                         | Landscape Management BMPs                           | 34.05453 | -117.20040 | Owner                   | Monthly                                                                 |
| N-4                                         | Infiltration Basin                                  | 34.05388 | -117.2010  | Owner                   | Every 60 days (trash removal) inspect every 6 months and prior to storm |
| N-4                                         | Prefilters                                          | 34.05388 | -117.2010  | Owner                   | Monthly                                                                 |
| N-11                                        | Litter/Debris Control Program                       | 34.05453 | -117.20040 | Owner                   | Monthly                                                                 |
| N-12                                        | Employee Training                                   | 34.05453 | -117.20040 | Owner                   | Annually                                                                |
| N-15                                        | Vacuum Sweeping Parking Lots                        | 34.05453 | -117.20040 | Owner                   | Monthly                                                                 |
|                                             |                                                     |          |            |                         |                                                                         |
|                                             |                                                     |          |            |                         |                                                                         |

# EXHIBIT D

## BMP LOCATION MAP



### EXHIBIT D BMP LOCATION MAP

APNS: 0171-431-04  
CITY OF REDLANDS

PREPARED FOR:

### ARROWHEAD CHRISTIAN ACADEMY

ATTN: DANIEL H COLE  
105 TENNESSEE STREET  
REDLANDS, CA 92373  
PHONE: (909) 793-0601 X.153



• land planning  
• civil engineering  
• landscape architecture

phone 909.748.7777

fax 909.748.7776

thatcher engineering & associates, inc.

1461 6th street, suite 105, redlands, ca 92373



Melvin W. Thatcher, III R.C.E. 39964 Exp. Dec 31, 2015

| Job No. | Date Prepared | Designed By | Drawn By | Reference No.   | Sheet No. |
|---------|---------------|-------------|----------|-----------------|-----------|
| 153801  | 1/14/14       | BT          | BK       | 153801EXHIBIT D | 1 of 1    |