

**BOB DUTTON**

ASSESSOR – RECORDER – CLERK

12:33 PM

CG

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#: 2015-0141946



Titles: 1 Pages: 15

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)

0174-162-05

THIS AGREEMENT is made and entered into this 26th day of MARCH, 2015, by and between Brosh-SoCal Property, Inc ("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 The Groves at 211 Redlands St, Redlands, CA. 92374 and filed as Tract 18969 (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 an Infiltration Vault (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 Jim Didion, Brosh-SoCal Property, Inc. 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. 0174-162-05, 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.

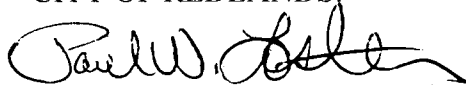
6. It is the intent of the Parties that the burdens and benefits herein undertaken shall constitute equitable servitudes that run with the Property and shall be binding upon future owners of all or any portion of the Property. Any owner's liability hereunder shall terminate at the time it ceases to be 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.

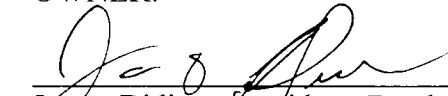
CITY
City Engineer
City of Redlands
P.O. Box 3005
Redlands, CA 92373

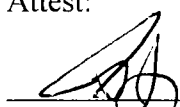
OWNER
James Didion
Brosh-SoCal Property, Inc.
1662 Plum Lane, Suite 105
Redlands, CA. 92374

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

OWNER:

James Didion - president, Brosh-SoCal
Property, Inc.

Attest:

Sam Irwin, City Clerk

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 MARCH 26, 2015 before me, Jeanne Donaldson, Deputy City Clerk,
(Date) (Name and title of the officer)

personally appeared PAUL 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



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 }

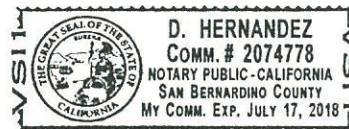
On MARCH 26, 2015 before me, D. HERNANDEZ - NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared JAMES DION,
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.


Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

STORMWATER MAINTENANCE
(Title or description of attached document)

AGREEMENT (AAN 0174-162-05)
(Title or description of attached document continued)

Number of Pages 13 Document Date 3-26-15

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☒ Corporate Officer
PRESIDENT
(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

In the City of Redlands, County of San Bernardino, State of California, Sub-Lot 2, in Lot 9, Block 77, of the Rancho San Bernardino, as per plat of East Redlands, recorded in Book 7, Page 47, of Maps, in the Office of the County Recorder of said County.

Excepting that portion described as follows:

Beginning at a point in the center of the canal, 43 feet West of the Northeast corner of said Sub-Lot 2, thence East 43 feet; thence South 229 feet to the Southeast corner of said Sub-Lot 2;

Thence, Westerly 197 feet to the center of the canal; thence in a Northeasterly direction along the center of the canal to the point of beginning; lying South and East of the center of said canal; granted to Mrs. Margaret E. Love, in Book 123, page 90, of deeds, record of said County.

Also excepting therefrom that portion conveyed to Russell A. Wickizer, et al., by deed recorded December 18, 1953 in Book 3295, page 505, Officials Records of said County.

More specifically described as follows:

In the City of Redlands, County of San Bernardino, State of California, Sub-Lot 2, in Lot 9, Block 77, of the Rancho San Bernardino, as per plat of East Redlands, recorded in Book 7, Page 47, of Maps, in the Office of the County Recorder of said County.

Commencing at a point on the centerline of Highland Avenue, said point lying N 89°33'35" E, 24.09 feet from the intersection of Highland Avenue and Lincoln Street, said point also being the True Point of Beginning;

Thence, continuing N 89°33'35" E along the said centerline of Highland Avenue, 592.82 feet to point on the centerline of the Bear Valley Municipal Water Company canal;

Thence, departing from the centerline of Highland Avenue, S 01°05'51" W, along the centerline of the said canal, 55.01 feet, to the beginning of a 80.00 foot radius curve, concave to the West, having a radial angle of N-88°54'09" E;

Thence, along said 80.00 foot radius curve, curving to the right, 46.40 feet through a central angle of 33°14'01";

Thence, departing said 80.00 foot radius curve and remaining on the centerline of said canal, S 34°19'52" W, 200.97';

Thence, departing the centerline of said canal, S 60°47'54" W, 146.28 feet to a point on the centerline of Redlands Street;

Thence, N 45°27'58" W, along the centerline of Redlands Street, 472.48 feet to the True Point of Beginning.

Excepting therefrom those portions lying within the rights of way of Highland Avenue and Redlands Street.

Said property contains 1.82 Acres

TUTTLE ENGINEERING, INC.



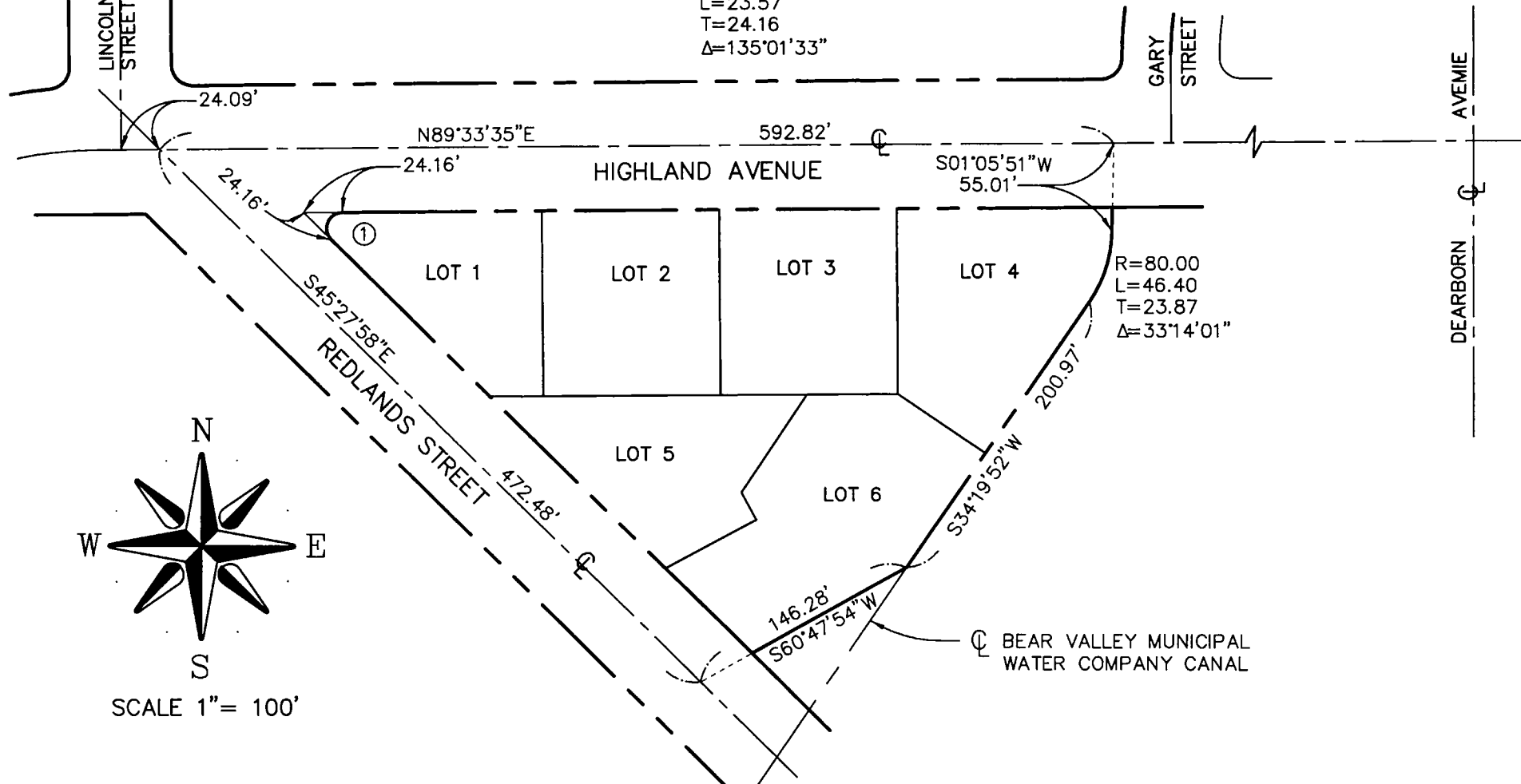
Warren D. Tuttle, RCE 30171

Date: 3-26-15



EXHIBIT "B"

① PROPOSED
DEDICATION
R=10.00
L=23.57
T=24.16
 $\Delta=135^{\circ}01'33''$



PLAT

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCELS DESCRIBED IN THE ATTACHED DOCUMENT. IT MAY OR MAY NOT BE A PRECISE REPLECATION OF THE FINAL TRACT MAP YET TO B RECORDED.

PREPARED BY:
TUTTLE ENGINEERING INC.

SCALE: 1" = 100'

DATE: SEPTEMBER, 2014

SHEET 1 OF 1

PREPARED BY:

Warren D. Tuttle

DATE: 3-26-15



Exhibit C
Stormwater Pollution Control Devices

Lot 1

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	N- 1 Education of Property Owners, Tenants and Occupants on Stormwater BMP's	34.15176	-117.15129	Owner	Upon new occupancy
2	N- 3 Landscape Management BMP's	34.15176	-117.15129	Owner	Weekly
3	N-4 BMP Maintenance-Infiltration Vault	34.05187	-117.15136	Owner	Inspect every 6 month and prior to storm
4	N-11 Litter/Debris Control Program	34.15176	-117.15129	Owner	Weekly
5	N-14 Catch Basin Inspection Program	34.15176	-117.15129	Owner	Annually, prior to rainy season
6	S-4 Efficient Irrigation	34.15176	-117.15129	Owner	Weekly
7	S-6 Protect slopes and channels and provide energy dissipation.	34.15176	-117.15129	Owner	Weekly

Lot 2

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	N- 1 Education of Property Owners, Tenants and Occupants on Stormwater BMP's	34.15176	-117.15089	Owner	Upon new occupancy
2	N- 3 Landscape Management BMP's	34.15176	-117.15089	Owner	Weekly
3	N-4 BMP Maintenance-Infiltration Vault	34.05188	-117.15099	Owner	Inspect every 6 month and prior to storm
4	N-11 Litter/Debris Control Program	34.15176	-117.15089	Owner	Weekly
5	N-14 Catch Basin Inspection Program	34.15176	-117.15089	Owner	Annually, prior to rainy season
6	S-4 Efficient Irrigation	34.15176	-117.15089	Owner	Weekly
7	S-6 Protect slopes and channels and provide energy dissipation.	34.15176	-117.15089	Owner	Weekly

Lot 3

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	N- 1 Education of Property Owners, Tenants and Occupants on Stormwater BMP's	34.15176	-117.15056	Owner	Upon new occupancy
2	N- 3 Landscape Management BMP's	34.15176	-117.15056	Owner	Weekly
3	N-4 BMP Maintenance-Infiltration Vault	34.05186	-117.15063	Owner	Inspect every 6 month and prior to storm
4	N-11 Litter/Debris Control Program	34.15176	-117.15056	Owner	Weekly
5	N-14 Catch Basin Inspection Program	34.15176	-117.15056	Owner	Annually, prior to rainy season
6	S-4 Efficient Irrigation	34.15176	-117.15056	Owner	Weekly
7	S-6 Protect slopes and channels and provide energy dissipation.	34.15176	-117.15056	Owner	Weekly

Lot 4

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	N- 1 Education of Property Owners, Tenants and Occupants on Stormwater BMP's	34.15176	-117.15020	Owner	Upon new occupancy
2	N- 3 Landscape Management BMP's	34.15176	-117.15020	Owner	Weekly
3	N-4 BMP Maintenance-Infiltration Vault	34.05185	-117.15027	Owner	Inspect every 6 month and prior to storm
4	N-11 Litter/Debris Control Program	34.15176	-117.15020	Owner	Weekly
5	N-14 Catch Basin Inspection Program	34.15176	-117.15020	Owner	Annually, prior to rainy season
6	S-4 Efficient Irrigation	34.15176	-117.15020	Owner	Weekly
7	S-6 Protect slopes and channels and provide energy dissipation.	34.15176	-117.15020	Owner	Weekly

Lot 5

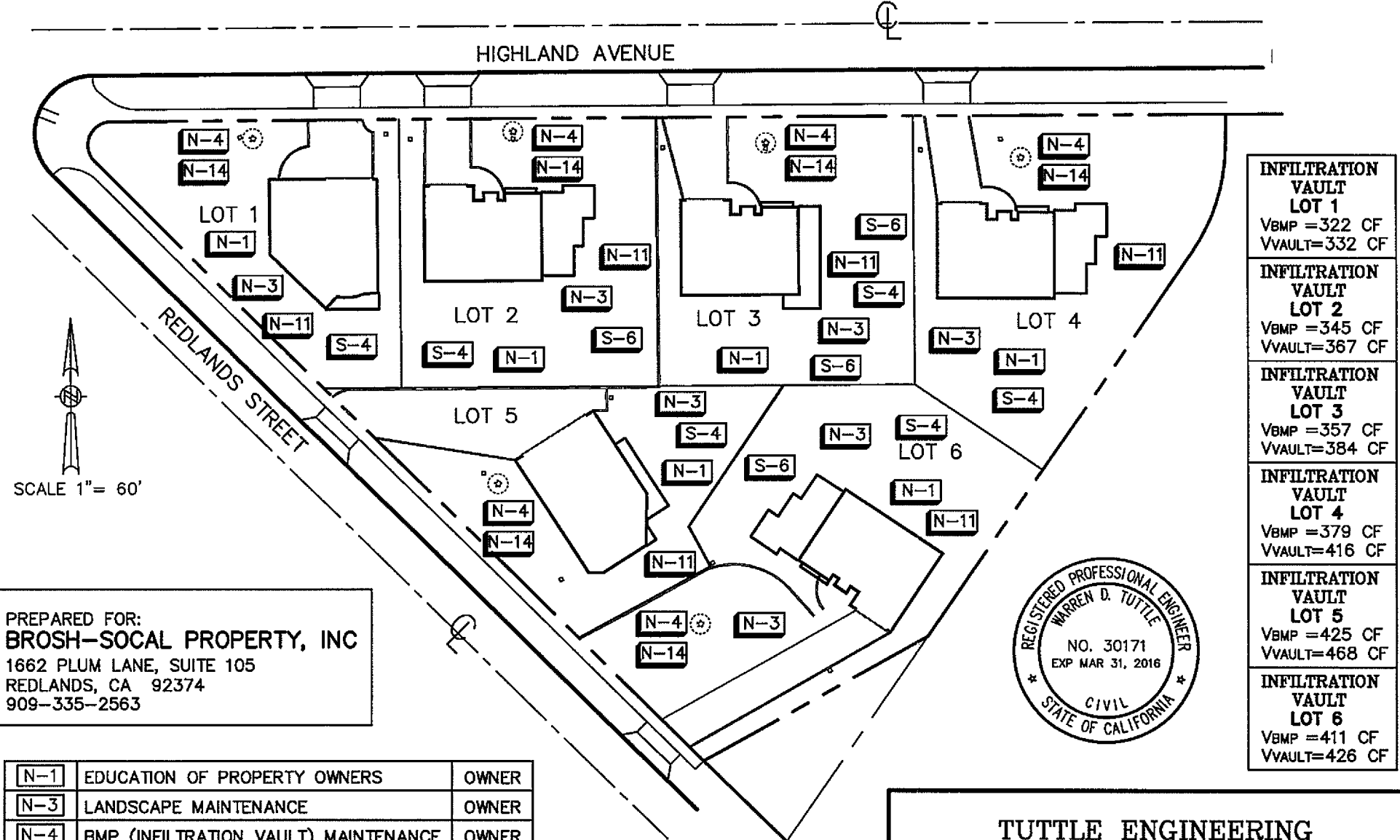
Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	N- 1 Education of Property Owners, Tenants and Occupants on Stormwater BMP's	34.05144	-117.15086	Owner	Upon new occupancy
2	N- 3 Landscape Management BMP's	34.05144	-117.15086	Owner	Weekly
3	N-4 BMP Maintenance-Infiltration Vault	34.05146	-117.15101	Owner	Inspect every 6 month and prior to storm
4	N-11 Litter/Debris Control Program	34.05144	-117.15086	Owner	Weekly
5	N-14 Catch Basin Inspection Program	34.05144	-117.15086	Owner	Annually, prior to rainy season
6	S-4 Efficient Irrigation	34.05144	-117.15086	Owner	Weekly
7	S-6 Protect slopes and channels and provide energy dissipation.	34.05144	-117.15086	Owner	Weekly

Lot 6

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	N- 1 Education of Property Owners, Tenants and Occupants on Stormwater BMP's	34.05144	-117.15048	Owner	Upon new occupancy
2	N- 3 Landscape Management BMP's	34. 05144	-117.15048	Owner	Weekly
3	N-4 BMP Maintenance-Infiltration Vault	34.05129	-117.15070	Owner	Inspect every 6 month and prior to storm
4	N-11 Litter/Debris Control Program	34. 05144	-117.15048	Owner	Weekly
5	N-14 Catch Basin Inspection Program	34. 05144	-117.15048	Owner	Annually, prior to rainy season
6	S-4 Efficient Irrigation	34. 05144	-117.15048	Owner	Weekly
7	S-6 Protect slopes and channels and provide energy dissipation.	34. 05144	-117.15048	Owner	Weekly

EXHIBIT "D"

BMP LOCATION MAP



PREPARED FOR:
BROSH-SOCAL PROPERTY, INC
1662 PLUM LANE, SUITE 105
REDLANDS, CA 92374
909-335-2563

N-1	EDUCATION OF PROPERTY OWNERS	OWNER
N-3	LANDSCAPE MAINTENANCE	OWNER
N-4	BMP (INFILTRATION VAULT) MAINTENANCE	OWNER
N-11	LITER CONTROL	OWNER
N-14	CATCH BASIN INSPECTION	OWNER
S-4	EFFICIENT IRRIGATION	OWNER
S-6	PROTECT SLOPES	OWNER

TUTTLE ENGINEERING

Civil Engineering Surveying
Land Planning Improvement Design

1445 W. REDLANDS BLVD, SUITE A (909) 798-6785
REDLANDS, CA 92373 FAX (909) 798-1343

DATE: SEP 2014

SCALE: 1"=60'

PROJ. NO.: 14-09