

**BOB DUTTON**

ASSESSOR - RECORDER - CLERK

11:29 AM

SG

SAN

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

C Priority Mail

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

Doc#: 2015-0249336

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)
0171-342-16

THIS AGREEMENT is made and entered into this 9th day of JUNE, 2015, by and between Pacific American Development ("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 Starbucks Coffee, 625 E. Redlands Blvd. and filed as Revision 2 to CUP 341 (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 Bioretention Basins and Rain Gardens (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 Pacific American Development 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. 0171-342-16, 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.

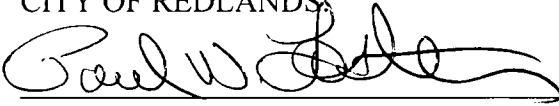
6. It is the intent of the Parties that the burdens and benefits herein undertaken shall constitute equitable servitudes that run with the Property and shall be binding upon future owners of all or any portion of the Property. Any owner's liability hereunder shall terminate at the time it ceases to be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

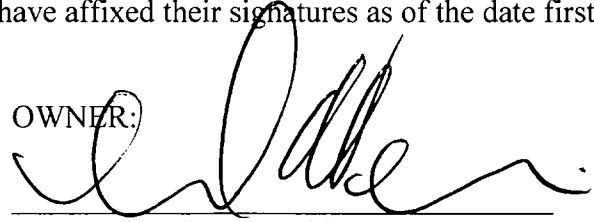
CITY
City Engineer
City of Redlands
P.O. Box 3005
Redlands, CA 92373

OWNER
Pacific American Development
Bernard Weiner, President
1100 Newport Center Drive, Suite 110
Newport Beach, CA 92660

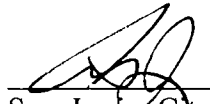
9. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. Any amendment to this Agreement shall be in writing and approved by the City Council of City and signed by the City and the Owner.

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:

Bernard Weiner, President
Pacific American Development
1100 Newport Center Drive, Suite 110
Newport Beach, CA 92660

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 _____ 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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 06-02-2015 before me, C. Carl - Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

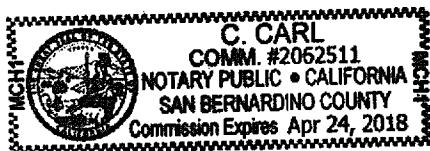
Bernhard Weiner

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

C. Carl

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Stormwater Treatment Device & Control Measure Access Document Date: 06-02-2015

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

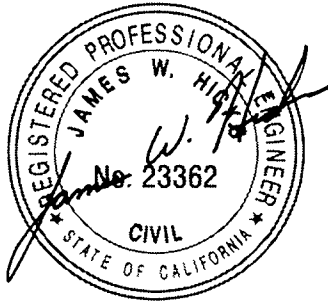
☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit A
Legal Description

LOTS 32,33 AND 34, BERKELEY TRACT, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO. STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 15, OF MAPS, PAGE 86, RECORDS OF SAID COUNTY.



June 2, 2015

The map shows the Berkeley Tract, M.B. 15/86, divided into four lots: 31, 32, 33, and 34. The boundaries are defined by bearings and distances. Redlands Boulevard runs diagonally along the left side, and Clark Street runs horizontally along the bottom. The map includes a north arrow pointing upwards.

Boundary	Bearing	Distance
Top Boundary (Lots 31-34)	N89°57'33"W	167.17'
Right Boundary (Lot 31)	N00°19'47"W	130.13'
Bottom Boundary (Lots 31-34)	N90°00'00"E	80.30'
Left Boundary (Lot 34)	N33°55'46"W	156.97'
Internal Boundary (Lots 33-34)	N33°55'46"W	50.00'
Internal Boundary (Lots 32-33)	N00°19'47"W	25.00'

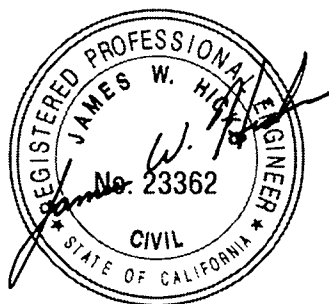
Redlands Boulevard
Clark Street

BERKELEY TRACT
M.B. 15/86

Lot numbers: 31, 32, 33, 34

North Arrow

PROFESSION



SCALE: 1"=30'

Exhibit C
Stormwater Pollution Control Devices

Stormwater Pollution Control Devices					
BMP #	BMP or Pollution Control Device	Latitude	Longitude	Maintenance Provided By	Frequency
1	BR1 Bioretention Basin	34.055030°	-117.175113°	Property Owner	Yearly
2	BR2 Bioretention Basin	34.055034°	-117.174971°	Property Owner	Yearly
3	BR3 Bioretention Basin	34.055028°	-117.174744°	Property Owner	Yearly
4	RG1 Rain Garden	34.054813°	-117.174965°	Property Owner	Yearly
5	RG2 Rain Garden	34.054719°	-117.174769°	Property Owner	Yearly
6	RG3 RainGarden	34.054792°	-117.174747°	Property Owner	Yearly
7					
8					
9					
10					

Exhibit D
BMP Map

