



LARRY WALKER
Auditor/Controller – Recorder

10/19/2010
1:49 PM
FV

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

R Regular Mail

Doc#: 2010-0433257



Titles:	1	Pages:	7
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)

A.P.N. 0292-064-17

THIS AGREEMENT is made and entered into this 13th day of October, 2010, by and between ACAA Limited Partnership ("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 AM/PM Car Wash at 2098 Redlands Blvd, Redlands, Ca 92373 and filed as CUP 562, Revision 1 (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 Landscape areas around the carwash to treat the roof runoff (the "Devices") to minimize pollutants in urban stormwater runoff; 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 Crossroads Petroleum 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.

This Agreement affects County of San Bernardino Assessor's Parcel Nos. 0292-064-17, 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.

4. 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.

5. 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.
6. Time is of the essence in the performance of this Agreement.
7. 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
Ahd Haddad-President
ACAA Limited Partnership
29848 Live Oak Canyon

Redlands, CA 92372

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
9. 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.

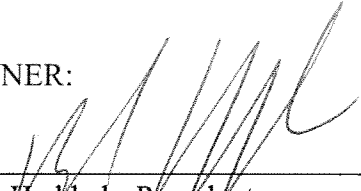
IN WITNESS WHEREOF, the Parties hereto have affixed their signatures as of the date first written above.

CITY OF REDLANDS:



Patricia Gilbreath, Mayor

OWNER:



Ahd Haddad - President

ACAA Limited Partnership

Attest:



Sam Irwin, City Clerk

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 October 13, 2010, before me, Kelly Naylor, Administrative Assistant, on behalf of Sam Irwin, City Clerk of the City of Redlands, California, personally appeared Pat Gilbreath, Mayor and Sam Irwin, City Clerk 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.

SAM IRWIN, CITY CLERK

By: Kelly Naylor
Kelly Naylor, Administrative Assistant
(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; 0292-064-17

Date of Document: October 14, 2010

Signer(s) Other Than Named Above: Ahd Haddad-President

ACKNOWLEDGMENT

State of California

County of San Bernardino

On October 11, 2010, before me, Kimberly Costas, Notary Public
(insert name and title of the officer)

personally appeared Ahd Haddad,
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 

(Seal)

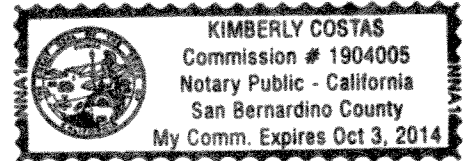


EXHIBIT A
(Legal Description)

IN THE CITY OF REDLANDS, COUNTY
OF SAN BERNARDINO, STATE OF CALIFORNIA

PARCEL 5, PARCEL MAP NO. 13542, IN THE COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 152, PAGES 48 AND
49 OF PARCEL MAPS, THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.



D. Goodman
9/29/10

EXHIBIT 'B'
PLAT MAP (SHT 1 OF 1)

SCALE: 1" = 80'

PARCEL MAP NO. 13542

CITY OF REDLANDS, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA

SHEET 2 OF 2 SHEETS

FND. "C" NAIL ON SPLIT OF
RAILS PER P.M. NO. 6611,
P.M.B. 81/79-80.

FND. 1" I.P. W/ R.C.E. 14814, FLUSH
PER P.M. NO. 6611, P.M.B. 81/79-80.

A.T. & S.F. RR.

FND. BRASS CAP MON. W/ TAG
R.C.E. 14814 (NO REF.) ACCEPTED
IN LIEU OF 1" I.P. WITH TAG R.C.E.
14814 PER P.M. NO. 6611, P.M.B.
81/79-80.

POL. 3, P.M. 6611,
P.M.B. 81/79-80.

CALIFORNIA ST.

NEW JERSEY STREET

NEVADA ST.

REDLANDS BLVD.

2
4.025 Ac.

3
2.443 Ac.

4
12.663 Ac.

1
1.991 Ac.

5
0.979 Ac.

6
0.969 Ac.

7
0.616 Ac.

8
0.882 Ac.

9
1.300 Ac.

PARCEL 6
SUBJECT PROPERTY



DL Goodman
9/29/10

FND. 1" I.P., L.S. 5205, DOWN
0.2', NO REFERENCE.

FND. 1" I.P., NO TAG ACCEPTED
AS CORNER PER P.M. NO. 6611,
P.M.B. 81/79-80.

FND. LEAD W/ TAG, DOWN 0.2'
PER P.M. NO. 6611, P.M.B. 81/
79-80.

FND. TAG L.S. 2851 IN CONC.
(NO REFERENCE).

FND. LEAD W/ TACK, DOWN
0.2' PER P.M. NO. 6611, P.M.B.
81/79-80.

FND. BRASS CAP MON. W/ TAG
R.C.E. 14814 (NO REF.)
W/ TAG R.C.E. 14814 PER P.M.
NO. 6611, P.M.B. 81/79-80.

