



LARRY WALKER
Auditor/Controller – Recorder

2:52 PM
BN

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

R Regular Mail

CITY CLERK
CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373

Doc#: 2005 – 0846095



Titles: 1 Pages: 10

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STORMWATER TREATMENT DEVICE AND CONTROL MEASURE ACCESS AND
MAINTENANCE AGREEMENT**

Assessor's Parcel Number(s) 0167-242-16-0000

CUP NO. 800

THIS AGREEMENT is made and entered into this 7th day of November, 2005, by
and between Boys and Girls Club of Redlands, hereinafter referred to as "Owner," and the City of
Redlands, a municipal corporation, hereinafter referred to as "City."

RECITALS

WHEREAS, the Owner owns real property ("Property") in the City specifically described
in Exhibit "A," which is attached hereto and incorporated herein by this reference; and

WHEREAS, at the time of approval of the development project known as
(the "Project") for the Property, 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 a fossil filter, vegetated swales and a dry-well, hereinafter referred to as the "Device" and other control measures to minimize pollutants in urban stormwater runoff; and

WHEREAS, the Device and other control measures have been installed in accordance with plans and specifications approved by the City; and

WHEREAS, the Device and other control measures, 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 peak performance of the Device and other control measures 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 City's approval of the Project and the mutual promises contained herein, the City of Redlands and the "Owner" agree as follows:

AGREEMENT

1. The Owner hereby provides the City and its designees with full right of access to the Device and other control measures and the immediate vicinity of the property at any time, upon reasonable notice; or in the event of emergency, as determined by City's Public Works Director, no advance notice; for the purpose of inspection, sampling and testing of the Device and other control measures, 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 repairs.

2. The Owner shall diligently maintain the Device and other control measures in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by the Owner and the Owner's representatives in the removal and extraction of materials from the Device and other control measures, 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 recycle of disposal destinations, as appropriate.

3. In the event the Owner fails to perform the necessary maintenance contemplated by this Agreement, within five (5) days of being given written notice by the City, 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 from the date of the notice of expense until paid

in full.

4. The City may require the Owner to post security in a form and for a time period satisfactory to the City to guarantee the performance of the obligations stated herein. Should the Owner fail to perform its obligations under this Agreement, the City may, in the case of a cash security deposit, act for the Owner using the proceeds from such cash security; or in the case of a surety bond, require the surety to perform the obligations of this Agreement. As an additional remedy, the City may withdraw any previous stormwater related approval with respect to the Property on which a Device or other control measure has been installed until such time as the Owner repays to the City its reasonable costs incurred in accordance with Section 3, above.
5. This Agreement 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.
6. In event of 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 in-house

counsel at private rates prevailing in San Bernardino County).

7. It is the intent of the parties that the burdens and benefits herein undertaken shall constitute covenants that run with the Property and shall constitute a lien against the Property.
8. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the Owner, but also its heirs, successors, executors, administrators and assigns. The Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. The Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. The Owner shall provide a copy of such notice to the City at the same time such notice is provided to the successor.
9. Time is of the essence in the performance of this Agreement.
10. 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

Public Works Director

City of Redlands

PO Box 3005

Redlands, CA 92373

OWNER

Boys and Girls Club of Redlands

803 West Brockton Avenue

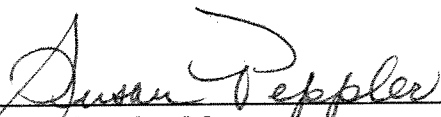
Redlands, CA 92374

11. This Agreement represents the entire agreement of the parties hereto as to the matters contained herein and supersedes any and all prior written or verbal agreements between the parties as to the subject matter hereof.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
13. Any amendment to this Agreement shall be in writing and approved by the City Council of City and signed by City and Consultant.

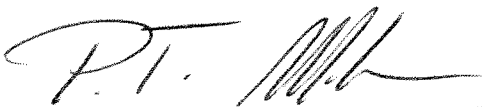
IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the date first written above.

CITY OF REDLANDS

OWNER: Boys and Girls Club
of Redlands



Susan Pepler, Mayor



(Name, Title)
CHIEF PROFESSIONAL OFFICER

Attest:



Lorrie Poyzer, 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 November 7, 2005, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Peppler and Lorrie Poyzer { X } personally known to me - or - { } 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.



WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK

By: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

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**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 \_\_\_\_\_

{ x } **Other**

Title(s): Mayor and City Clerk

Entity Represented: City of Redlands, a municipal corporation

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THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Title or Type of Document: Stormwater Treatment Device and control Measure Access and ...
Date of Document: November 7, 2005
Signer(s) Other Than Named Above: P. T. McEwen for Boys and Girls Club of Redlands

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

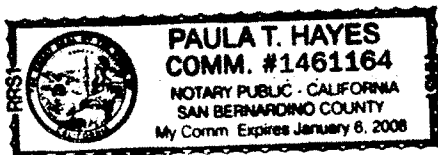
County of SAN BERNARDINO } ss.

On August 31, 2005 before me, Paula T. Hayes, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Paul Thomas (PT) McEwen
Name(s) of Signer(s)

☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Paula Hayes
Signature of Notary Public

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

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

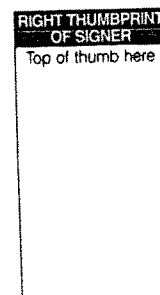


EXHIBIT "A"

LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF LUGONIA AVENUE, WITH THE WEST LINE OF CLAY STREET; THENCE WEST ON THE SOUTH LINE OF LUGONIA AVENUE 134.2 FEET; THENCE SOUTH PARALLEL WITH CLAY STREET, 296.50 FEET; THENCE AT RIGHT ANGLES EAST 134.2 FEET TO THE WEST LINE OF CLAY STREET; THENCE NORTH ALONG THE WEST LINE OF SAID STREET 296.50 FEET TO THE POINT OF BEGINNING.

APN 0167-242-15, 16, AND 17



PUBLIC WORKS DEPARTMENT
Engineering Administration Division

M E M O R A N D U M

TO: Lorrie Poyzer, City Clerk
FROM: Tom T. Fujiwara, Assistant Public Works Director *TFJ*
THROUGH: Ronald C. Mutter, Public Works Director *RCM*
DATE: November 1, 2005
SUBJECT: Stormwater Treatment Device and Control Measure Access and Maintenance Agreement for CUP No. 800 - Boys and Girls Club, 1251 Clay Street
APN 0167-242-16

Attached is a signed and notarized original of the Stormwater Treatment Device and Control measure Access and Maintenance Agreement for CUP No. 800 project located at 1251 Clay Street. As authorized by Resolution No. 6394, adopted by City Council on May 17, 2005, please have the Mayor and City Clerk execute the Agreement and have it recorded. Please forward a copy of the recorded Agreement to the Public Works Department for our records.

TTF:tf

FILE: CUP NO. 800