



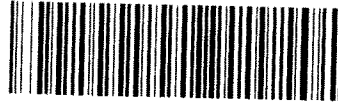
LARRY WALKER
Auditor/Controller – Recorder

4/17/2008
4:42 PM
MA

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

R Regular Mail

Doc#: 2008 – 0173286



Titles: 1 Pages: 8

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

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

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) 0167-251-27

THIS AGREEMENT is made and entered into this 4th day of March, 2008, by and between Andrew Gin Lee, Trustee of The Lee Family Trust (collectively "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 Exhibit "A" and "B", which are attached hereto and incorporated herein by this reference; and

WHEREAS, at the time of approval of the development project commonly known as 1256 Orange Street, Redlands, CA 92373 and filed as CRA 812, (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 Porous Pavement (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 therefore 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 City's approval of the Project and the mutual promises contained herein, the City of Redlands and Owner 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 in the event of emergency, as determined by City's Public Works Director 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 No. 0167-251-27, 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 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 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

Municipal Utilities & Engineering
City of Redlands Department
PO Box 3005
Redlands, CA 92373

OWNER

The Lee Family Trust
C/O Citicom Development
1257 W. Colton Ave
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.

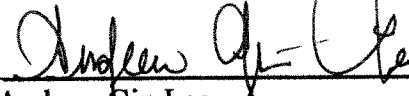
IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the date first written above.

CITY OF REDLANDS

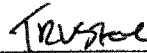


Jon Harrison, Mayor

OWNER: THE LEE FAMILY TRUST

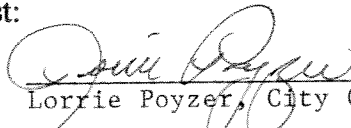


Andrew Gin Lee



Title

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 March 27, 2008, before me, Teresa Ballinger, Assistant City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared N. Enrique Martinez, City Manager and Lorrie Poyzer, 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.
LORRIE POYZER, CITY CLERK

By: Teresa Ballinger
Teresa Ballinger, Assistant 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): City Manager 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, APN 0167-251-27.

Date of Document: March 4, 2008

Signer(s) Other Than Named Above: Andrew Gin Lee, Trustee of The Lee Family Trust, by: Andrew Gin Lee, Trustee.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

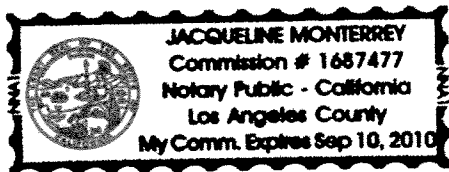
On March 4, 2008 before me, Jacqueline Monterrey, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Andrew Gin Lee

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

Jacqueline Monterrey

Signature of Notary Public

Place Notary Seal Above

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: Storm water treatment device & control measure access & maintenance agreement

Document Date: March 4, 2008

Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

SCHEDULE A

1. Commitment Date: January 02, 2008 at 7:30 A.M.

2. Policy or Policies to be issued: Amount

(A) ALTA Owner's Policy \$TBD
ALTA Standard Owner Policy - 2006
Proposed Insured:

TBD

(B) ALTA Loan Policy \$TBD
Proposed Insured:

TBD

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple

(B) Title to said estate or interest at the date hereof is vested in:

Andrew Gin Lee, Trustee of the Lee Family Trust, dated September 9, 1991

4. The land referred to in this Commitment is situated in the City of Redlands, County of San Bernardino, State of California, and is described as follows:

Exhibit A
Legal Description

LOTS 21, 22, 23 AND 24 OF ROSS AND RAUSCH ADDITION, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION GRANTED TO THE CITY OF REDLANDS BY DEED RECORDED NOVEMBER 24, 1970 IN BOOK 7560, PAGE 657, OFFICIAL RECORDS. AND RECORDED FEBRUARY 17, 1971 IN BOOK 7610, PAGE 340 OFFICIAL RECORDS.

APN: 0167-251-27.

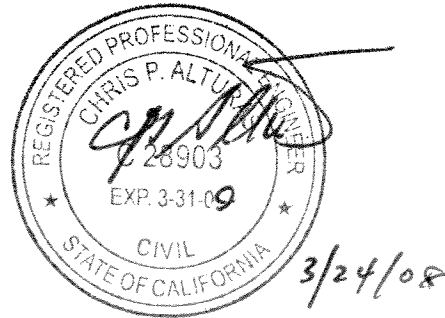
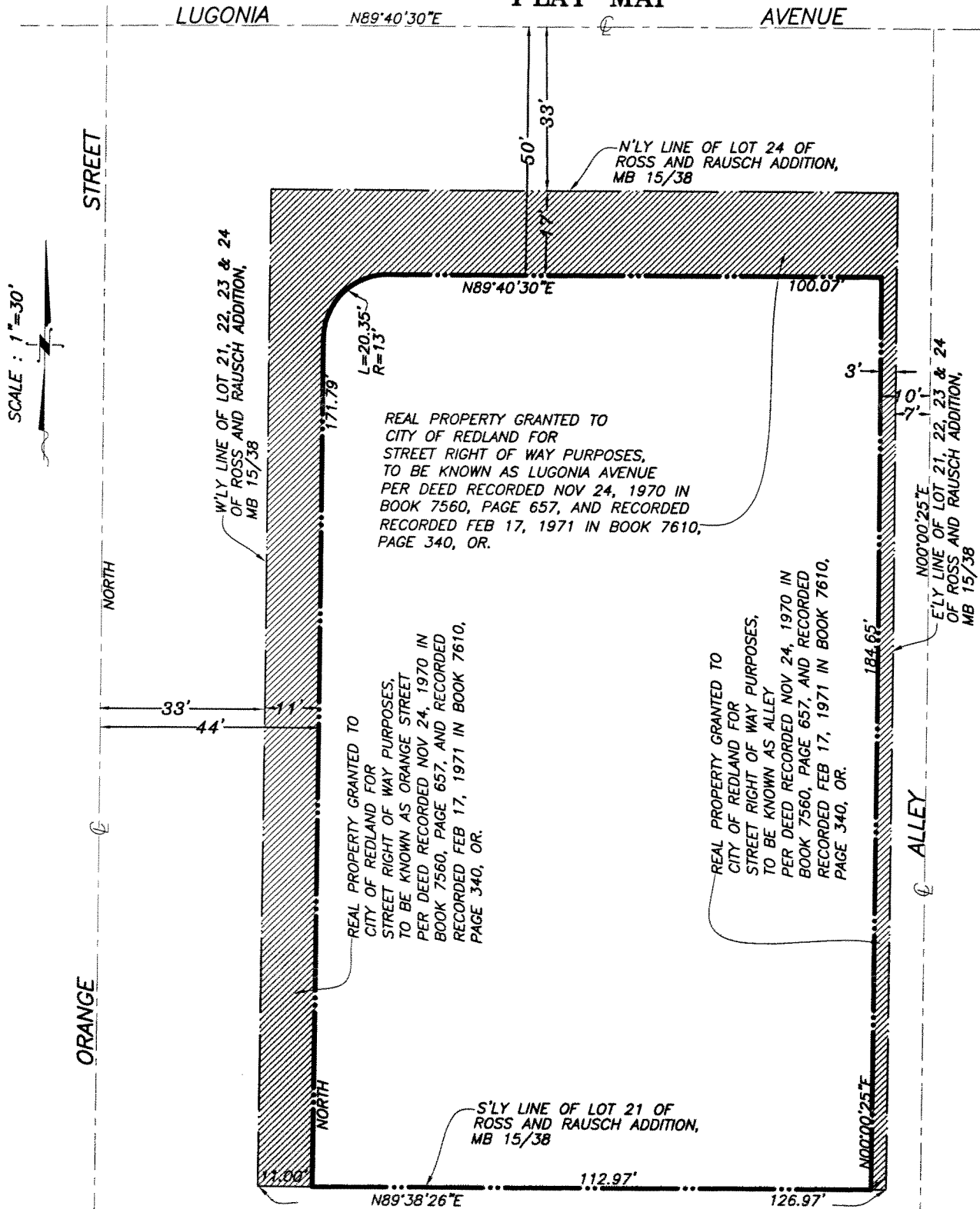


EXHIBIT "B"

PLAT MAP



CITY INDEX NO. _____

PREPARED BY:

CaliLand Engineering, Inc.

Civil Engineers & Land Surveyors
1216 S. GARFIELD AVENUE, SUITE 200
ALHAMBRA, CA 91801

TEL: (626)281-2288

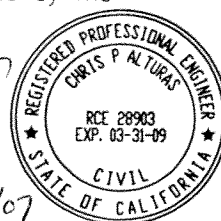
FAX: (626)281-2088

Web: www.CaliLand.net

This deed plat was prepared by me
or under my direction.

By:

Chris P. Alturas, Date: 10/16/07



CITY OF REDLANDS

PREPARED FOR:

CITICOM DEVELOPMENT
1257 W. COLTON AVENUE
REDLANDS, CA 92374

PLAT MAP

SE CORNER OF ORANGE STREET
& LUGONIA AVENUE
REDLANDS, CALIFORNIA

APN: 0167-251-27