



WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Planning Cases: P06-0415

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			8						40
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
PERTS TITLE									514

COVENANT AND AGREEMENT
ESTABLISHING NOTIFICATION PROCESS AND RESPONSIBILITY FOR
WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE

40



THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 30TH day of OCTOBER, 2007, by Eastridge Industrial Group, LLC, a California Limited Liability Company ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, and legally described in Exhibit "A", which is attached hereto and incorporated within by reference.

B. Declarant has applied to the City of Riverside ("City") for Design Review Case Number P06-0415 for construction of two buildings on the parcels located at the northeast corner of Box Springs Boulevard and Eastridge Avenue.

C. As a condition of approval and prior to the map recordation and/or issuance of any permits, the City is requiring Declarant to execute and record an agreement stating that the future property owners shall be informed of the requirements to implement and maintain the Best Management Practices ("BMPs") as described in the approved project specific Water Quality Management Plan.

D. Declarant intends by this document to comply with the conditions imposed by the City and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of Property.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the approval of Planning Case P06-0415, Declarant hereby declares that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as

CIA 1027

equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City for the approval of P06-0415, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all the provisions of the Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way, and equitable servitude contained herein.

1. This Covenant and Agreement hereby establishes a notification process for future individual property owners to ensure they are subject to and adhere to the Water Quality Management Plan implementation measures and that it shall be the responsibility of the Declarant, its heirs, successors and assigns to implement and maintain all Best Management Practices (BMPs) in good working order.

2. Declarant shall use its best efforts to diligently implement and maintain all BMPs in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Declarant, its heirs, successors and assigns, in the removal and extraction of any material(s) from the BMPs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, Declarant, its heirs, successors and assigns shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.

3. In the event Declarant, or its heirs, successors or assigns, fails to undertake the maintenance contemplated by this Covenant and Agreement within twenty-one (21) days of being given written notice by the City, or fails to complete any maintenance contemplated by this Covenant and Agreement with reasonable diligence, the City is hereby authorized to cause any maintenance necessary to be completed and charge the entire cost and expense to the Declarant or Declarant's heirs, successors or assigns, including administrative costs, reasonable attorneys fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full. As an additional remedy, the Public Works Director may withdraw any previous urban runoff-related approval with respect to the Property on which BMPs have been installed and/or implemented until such time as Declarant, its heirs, successors or assigns, repays to City its reasonable costs incurred in accordance with this paragraph.

4. Any person who now or hereafter owns or acquires any right, title or interest in or to any parcel of the Property shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein.

5. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Parcel thereof and shall inure to the benefit of all owners of the Parcels thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each Parcel, their successors and assigns in interest.

6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

7. Subject to the prior written approval of the City by its Public Works Director, any provision contained herein may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

Eastridge Industrial Group, LLC, a California Limited Liability Company


Name: Jerry Donahue
Title: ~~President~~ MANAGER

APPROVED AS TO FORM:


Name: Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT


Name: Kevin Marstall
Public Works Department:



Exhibit A

Legal Description and Plat

11/07/2007 08 00A
5 of 8



2007-0680014
11/07/2007 08 00A
5 of 8

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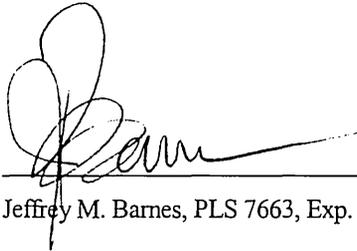
LEGAL DESCRIPTION

All that certain real property located in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

Parcel 2 of Parcel Map 20196 recorded in Book 126 of Parcel Maps, pages 52 and 53, Official Records of Riverside County, California.

EXCEPTING therefrom those portions conveyed to the State of California by deed recorded December 22, 1989, Instrument No's 448539 and 448540, Official Records of Riverside County, California

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.



Jeffrey M. Barnes, PLS 7663, Exp. 12-31-06

10/25/2007
Date



DESCRIPTION APPROVAL

BY:

FOR: MARK S. BROWN
CITY SURVEYOR

10-30-07
DATE



2007-0620014
11/07/2007 08:00A
5 of 8

2007-0680014
11/07/2007 08:09A
7 of 8



BOX SPRINGS BLVD.

N00°25'40"W

L=350.01
R=300.00
Δ=183.43

L=80.30
R=10.02
Δ=34.34

L=150.03
R=344.00
Δ=24.59
R=344.00

N00°25'40"W
57.61
1.67

32.53

6.00'

44'

EASTRIDGE AVE.

N89°34'20"E

PARCEL TO CALTRANS PER DEED
REC. 12/22/1989, INST. NO
448539, O.R.

PARCEL TO CALTRANS PER DEED
REC. 12/22/1989, INST. NO
448540, O.R.

PARCEL 1

P.M.B. 126/53

PORTION OF
PARCEL 2

P.M.B. 126/53

N16°30'51"W
312.95'

N54°34'03"E
190.92'

484.84'

S'LY LINE, PAR. 2

N86°18'03"E
211.24'

513.10'



73-2

NOTE:
THIS PLAT IS SOLELY AN AID IN LOCATING THE ATTACHED
DESCRIPTION AND IS NOT CONSIDERED A PART THEREOF.

IW Consulting Engineers, Inc.

- Civil Engineering
- Surveying
- Land Planning

3544 University Avenue
Riverside, CA 92501

Tel: 951.687.2929
Fax: 951.687.2999

PLAT

PORTION OF PARCEL 2
P.M.B. 126/52-53

W.O.	347.001
BY:	JC
DATE:	08/2007
SCALE:	1"=40'
PAGE:	1 OF 1



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

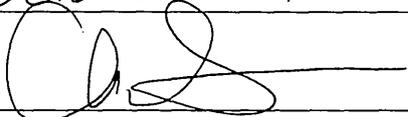
Name of Notary: N. Anastacio

Commission #: 1569823

Place of Execution: 3544 University Ave. Riverside CA 92501

Date Commission Expires: April 16, 2009

Date: October 30, 2007

Signature: 

Print Name: N. Anastacio

