



WHEN RECORDED MAIL TO:

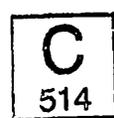
City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Planning Cases: P05-1458

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

31



THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 31 day of November, 2007, by Orangewood Centre, 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 P05-1458 for construction of multiple buildings on the parcels located at the northeast corner of Van Buren Boulevard and Dauchy 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 P05-1458, 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

which are imposed as 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 P05-1458, P05-1459 and P05-1460 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.



CIA 1033

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.

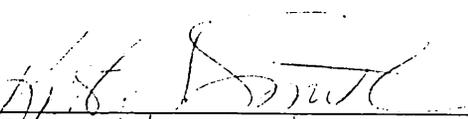
Orangewood Centre, LLC, a California Limited Liability Company

By: MDC-DAUCHY, LLC, a California limited liability company

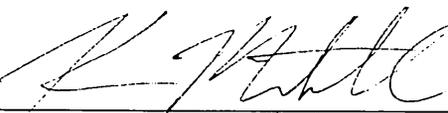

Name: J. Scott Fawcett, Member


Name: Larry M. Powell, Member

APPROVED AS TO FORM:


Name: Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT


Name: Kevin Marstall
Public Works Department:



2007-0743018
12/12/2007 08:00A
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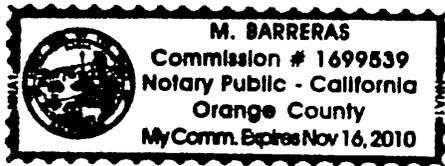
C/A 1033

STATE OF CALIFORNIA)

Orange)ss
COUNTY OF RIVERSIDE)

On November 8, 2007 before me, M. Barreras, the undersigned, a notary public in and for said State, J. Scott Fawcett personally appeared, personally known to me (or 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.



M. Barreras
Notary Signature



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12/12/2007 08:00A
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EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 12 inclusive in Block 8 together with Lots 1 through 24 inclusive in Block 9 of Oak Glen Tract, as shown by map on file in Book 5, Page 130 of Maps, Records of Riverside County, California;

TOGETHER with the northerly 10 feet of the unnamed street (now known as Van Buren Boulevard-30 feet wide) lying adjacent to Blocks 8 and 9 of Oak Glen Tract, as shown by map on file in Book 5, Page 130 of Maps, Records of Riverside County, California, as abandoned by Resolution No. 75-115 of the Board of Supervisors of the County of Riverside, State of California, in document recorded April 30, 1975 as Instrument no. 49453 of Official Records of Riverside County, California;

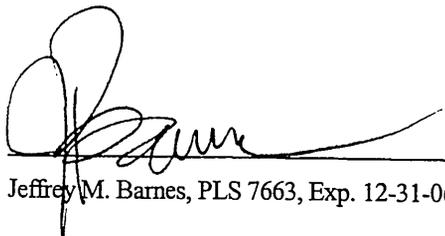
Excepting therefrom the westerly 44.00 feet of said Van Buren Boulevard;

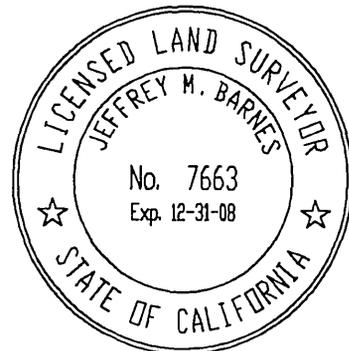
ALSO TOGETHER with that portion of Shorb Street (vacated) lying southerly of a line joining the northeast corner of Lot 12 in Block 8 and the northwest corner of Lot 24 in Block 9 as shown on Map of Oak Glen Tract on file in Book 6 Page 25 of Maps thereof, Records of Riverside County, California;

EXCEPTING therefrom the westerly rectangular 30 feet of lots 1 through 12 inclusive, in Block 8, as conveyed to the County of Riverside by Deed Recorded August 24, 1954 in Book 1623 Page 12 of Official Records of Riverside County, California;

ALSO EXCEPTING therefrom those portions thereof conveyed to the County of Riverside by Deed recorded March 17, 1980 as Instrument no. 51317 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.

 12/29/2007
Jeffrey M. Barnes, PLS 7663, Exp. 12-31-06 Date



DESCRIPTION APPROVAL:

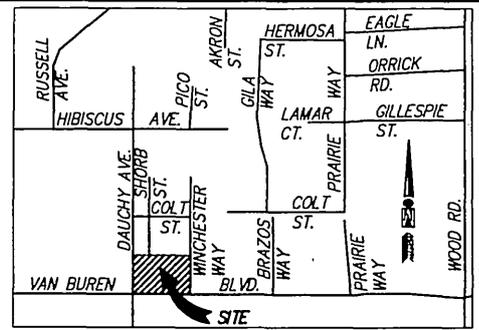
BY:  12/3/07
DATE

FOR: MARK S. BROWN
CITY SURVEYOR

2007-0743018
12/12/2007 08:00A
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2807-0743018
12/12/2007 08:06A
7 of 8



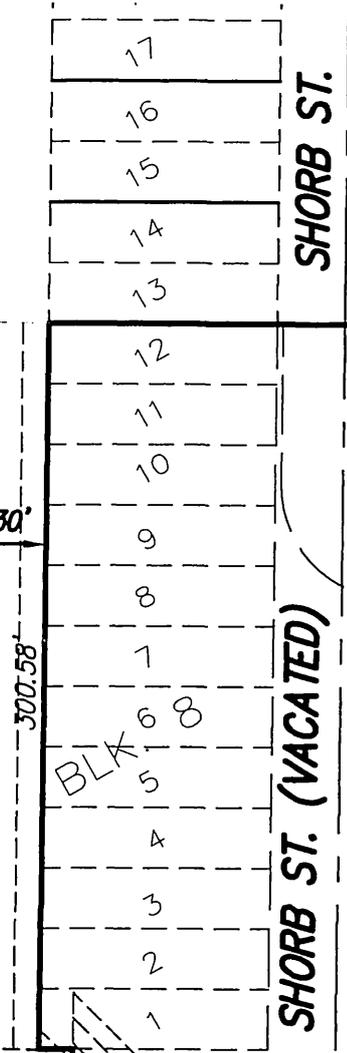
VICINITY MAP

THOMAS BROS. (2005 EDITION) PAGE 246, C-3
SECTION 19 T. 3S R. 4W
NOT TO SCALE

C/L DAUCHY AVE.
N00°04'59"E

300.58'

30'



SHORB ST.

SHORB ST. (VACATED)

C/L WINCHESTER WAY

30'

N00°04'06"E 310.51'

N89°31'36"E 400.15'

S. LINE, SEC.19
N89°31'00"E

C/L CONST., VAN BUREN BLVD.

△ PARCELS CONVEYED TO RIV. CO.
PER DEED RECORDED 3/17/1980,
INSTR. NO. 51317. O.R.



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 Tel: 951.687.2929
Riverside, CA 92501 Fax: 951.687.2999

PLAT	
PORTION OF BLOCK 8 AND 9 OF OAK GLEN TRACT, M.B. 5/130	

N.O.	303.002
BY:	DRB
DATE:	11/08/07
SCALE:	1" = 80'
PAGE:	1 OF 1

CIA 1033



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: M. Barreras

Commission #: 1699539

Place of Execution: ORANGE COUNTY

Date Commission Expires: 11/16/2010

Date: 12-12-07

Signature: *Jennifer Kirchner*

Print Name: Jennifer Kirchner

