



WHEN RECORDED MAIL TO:

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

Planning Case: P08-0046

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

THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 9th day of January, 2009, by Saint Andrew Orthodox Christian Church ("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 a Conditional Use Permit to expand the Church located at 4700 Canyon Crest Drive and to construct the parking lot associated with the Church expansion.
- 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 P08-0046, 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

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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 P08-0046, 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.

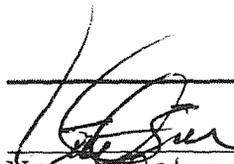
5. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Parcel thereof and shall inure to the benefit of all owners of the Parcels thereof, their successors and assigns in interest, and shall apply to and bind each successive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

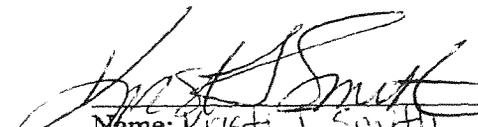
  
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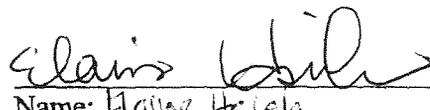
Name: Saba A. Saba CHAIRMAN BUILDING COMMITTEE SA-  
Title: ~~CHAIRMAN BUILDING COMMITTEE SA~~  
~~ST. ANDREW ORTHODOX CHRISTIAN CHURCH SAS~~  
ST. ANDREW ORTHODOX CHRISTIAN CHURCH SAS

Name:  
Title:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

  
Name: Kristi J. Smith  
Deputy City Attorney

  
Name: Elaine Hsieh  
Public Works Department:



**SCHEDULE A**

Premium: \$859.00

Amount of Insurance: \$270,000.00

Policy Number: 0625-568890

Date of Policy: September 6, 2002 at 8:00 a.m.

1. Name of insured:

St. Andrews Orthodox Church, a non-profit religious corporation

2. The estate or interest in the land which is covered by this policy is:

A fee.

3. Title to the estate or interest in the land is vested in:

St. Andrews Orthodox Church, a non-profit religious corporation

4. The land referred to in this policy is described as follows:

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

**EXHIBIT "A"**

ALL THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 29, 1,415.83 FEET SOUTH OF THE NORTHWEST CORNER;  
THENCE EAST 30 FEET TO A POINT ON THE EAST LINE OF CANYON CREST ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING, AND ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO HOMER D. CHAPMAN AND DAISY ERNST CHAPMAN BY DEED RECORDED MAY 25, 1946 IN BOOK 754 PAGE 278 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL, 398.97 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWEST LINE OF LOT 18 OF UNIVERSITY KNOLLS, AS SHOWN BY MAP ON FILE IN BOOK 18 PAGE 10 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE SOUTH 03 DEGREES 02' 45" WEST, 448.66 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOE GARAT AND JUANITA E. GARAT BY DEED RECORDED MAY 22, 1946 IN BOOK 752 PAGE 229 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE NORTH 58 DEGREES 09' WEST ALONG SAID NORTHERLY LINE 165 FEET;  
THENCE NORTH 54 DEGREES 21' WEST 220 FEET;

*First American Title*



THENCE NORTH 32 DEGREES 32' WEST 104.5 FEET TO A POINT 30 FEET EAST OF THE WEST LINE OF SAID SECTION 29, BEING A POINT ON THE EAST LINE OF CANYON CREST ROAD; THENCE NORTH ON SAID EAST LINE OF CANYON CREST ROAD 144.6 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 253-172-024

DESCRIPTION APPROVAL:

BY:  12/11/08  
DATE

FOR: MARK S. BROWN  
CITY SURVEYOR

First American Title



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ACKNOWLEDGMENT

State of California  
County of Riverside

On January 9, 2009, before me, Rachel Marano, a notary public, personally appeared Saba A. Saba, 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.

Rachel Marano (SEAL)  
Signature

