

WHEN RECORDED MAIL TO:

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

Planning Case: 108-0246

DOC # 2011-0180239

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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

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THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 16th day of FEBRUARY, 2009 by ARLINGTON SQUARE, L.P. ("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 GRADING PERMIT FOR PARKING LOT RECONFIGURATION AND THREE NEW BUILDINGS AT ARLINGTON SQUARE (SVC OF ARLINGTON AVENUE AND MADISON STREET) IN RIVERSIDE, CA.

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 108-0246, 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 ~~RB-0246~~, 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.



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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.

ARLINGTON SQUARE L.P.  
A CALIFORNIA LIMITED PARTNERSHIP

Name: By: ARLINGTON SQUARE, LLC, A  
Title: DELAWARE LIMITED LIABILITY  
COMPANY, GENERAL PARTNER

Deanna R. Baumgardner  
Name: DEANNA BAUMGARDNER  
Title: MANAGER

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Kristi J. Smith  
Name: KRISTI J. SMITH  
Deputy City Attorney

Kevin Marshall  
Name: Kevin Marshall  
Public Works Department:



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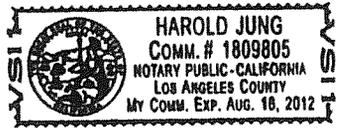
STATE OF California )  
COUNTY OF Los Angeles )

On February 16, 2009, before me, Harold Jung, Notary Public, personally appeared Deanna R Baumgardner, 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] (SEAL)  
Notary Public Signature



STATE OF )  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature (SEAL)



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LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, and described as follows:

PARCEL A:

THOSE PORTIONS OF LOTS 1 AND 8 IN BLOCK 16 OF LANDS OF RIVERSIDE LAND AND IRRIGATING COMPANY, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS A WHOLE, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 8, WITH A LINE THAT IS PARALLEL WITH, AND DISTANT SOUTHEASTERLY 44.00 FEET FROM THE CENTER LINE OF MADISON STREET; THENCE NORTH 34 DEGREES 00' 00" WEST, 120.00 FEET ALONG SAID PARALLEL LINE, TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO HARRY D. KRITZ, ET UX, RECORDED AUGUST 20, 1952, IN BOOK 1394, PAGE 314 OF OFFICIAL RECORDS; THENCE SOUTH 55 DEGREES 58' 30" WEST, 520.26 FEET, TO A 3/4 INCH IRON PIPE TAGGED R.E. 7304; THENCE NORTH 34 DEGREES 00' 00" WEST, 422.01 FEET, TO A 1/2 INCH IRON ROD; THENCE NORTH 56 DEGREES 00' 40" EAST, 111.94 FEET, TO A 1/2 INCH IRON ROD; THENCE NORTH 33 DEGREES 57' 10" WEST, 215.33 FEET TO A 3/4 INCH IRON PIPE TAGGED L.S. 3163 REPLACING A 2 INCH BY 2 INCH TAGGED R.E. 1126; THENCE NORTH 89 DEGREES 40' 00" EAST, 144.33 FEET TO A 3/4 INCH IRON PIPE TAGGED L.S. 3163 REPLACING A 2 INCH BY 2 INCH TAGGED R.E. 1126; THENCE NORTH 00 DEGREES 20' 00" WEST, 123.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHERLY 50.00 FEET FROM THE CENTER LINE OF ARLINGTON AVENUE; THENCE NORTH 89 DEGREES 40' 00" EAST, 243.79 FEET, ALONG LAST MENTIONED PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHEASTERLY 37.36 FEET, ON SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 20' 00" TO A LINE THAT IS PARALLEL WITH THE CENTER LINE OF MADISON STREET, AND PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 00' 00" EAST, 492.68 FEET ALONG SAID PARALLEL LINE, TO THE TRUE POINT OF BEGINNING.

PARCEL B:

PARCEL 1:

THAT PORTION OF LOTS 1 AND 8 IN BLOCK 16 OF LANDS OF RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 70, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ARLINGTON AVENUE AS WIDENED BY JUDGEMENT OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 22, 1945, BOOK 678, PAGE 300, OFFICIAL RECORDS, WITH THE SOUTHWESTERLY LINE OF MADISON STREET, AS SHOWN ON SAID MAP;

THENCE SOUTH 89 DEGREES 42' 00" WEST, ALONG THE SOUTHERLY LINE OF ARLINGTON

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AVENUE, AS WIDENED, 390.11 FEET TO A POINT WHICH BEARS NORTH 89 DEGREES 42' 00" EAST, 105.36 FEET FROM THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JAMES MC KEE AND IVA MC KEE, HIS WIFE, BY DEED RECORDED MARCH 7, 1923, BOOK 578, PAGE 24 OF DEEDS; THENCE AT RIGHT ANGLE SOUTH 00 DEGREES 18' 00" EAST, 140.00 FEET; THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF ARLINGTON AVENUE 89 DEGREES 42' 00" WEST, 12.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JAMES MC KEE AND IVA MC KEE, HEREINABOVE REFERRED TO; THENCE SOUTH 34 DEGREES 00' 00" EAST, ALONG THE EASTERLY LINE OF SAID LAND CONVEYED TO JAMES MC KEE, ET AL, 23.82 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 34 DEGREES 00' 00" EAST, ALONG THE EASTERLY LINE OF SAID LAND CONVEYED TO JAMES MC KEE, ET AL, 191.58 FEET TO THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 56 DEGREES 00' 00" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LAND CONVEYED TO JAMES MC KEE, ET AL., 112.00 FEET TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 34 DEGREES 00' 00" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LAND CONVEYED TO JAMES MC KEE, ET AL, 266.00 FEET, TO A POINT THAT BEAR SOUTH 89 DEGREES 42' 00" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 42' 00" EAST, 134.50 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL BEING ALSO DESCRIBED AS PARCEL 2 OF PARCEL MAP 15881, ON FILE IN BOOK 82, PAGES 99 AND 100, OF PARCEL MAPS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ACROSS THAT PORTION OF LOT 1 IN BLOCK 16 OF LANDS OF RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 70, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ARLINGTON AVENUE, AS WIDENED BY JUDGEMENT OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 22, 1945, BOOK 678, PAGE 300, OFFICIAL RECORDS, WITH THE SOUTHWESTERLY LINE OF MADISON STREET, AS SHOWN ON SAID MAP;

THENCE SOUTH 89 DEGREES 42' 00" WEST, ALONG THE SOUTHERLY LINE OF ARLINGTON AVENUE, AS WIDENED, 390.11 FEET TO A POINT WHICH BEARS NORTH 89 DEGREES 42' 00" EAST, 105.36 FEET FROM THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JAMES MC KEE AND EVA MC KEE, HIS WIFE, BY DEED RECORDED MARCH 7, 1923, BOOK 578, PAGE 24 OF DEEDS, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE AT A RIGHT ANGLE SOUTH 00 DEGREES 18' 00" EAST, 140.00 FEET; THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF ARLINGTON AVENUE, SOUTH 89 DEGREES 42' 00" WEST, 12.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JAMES MC KEE AND EVE MC KEE, HEREINABOVE, REFERRED TO;

THENCE SOUTH 34 DEGREES 00' 00" EAST, ALONG THE EASTERLY LINE OF SAID LAND CONVEYED TO JAMES MC KEE, ET AL, 23.82 FEET; THENCE SOUTH 89 DEGREES 42' 00" WEST, 30.53 FEET; THENCE NORTH 00 DEGREES 18' 00" WEST, TO A POINT THAT BEARS SOUTH 89 DEGREES 42' 00" WEST, FROM THE TRUE POINT BEGINNING; THENCE NORTH 89 DEGREES 42' 00" EAST, 29.59 FEET TO THE TRUE POINT OF BEGINNING.



EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN ARLINGTON AVENUE.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES OVER,  
UNDER, ALONG AND ACROSS THE EASTERLY 5.00 FEET OF THE STRIP OF LAND DESCRIBED  
IN PARCEL 2.

THE ABOVE DESCRIBED EASEMENTS HAVING BEEN CREATED BY THAT CERTAIN  
CORPORATION GRANT DEED RECORDED FEBRUARY 19, 1974 AS INSTRUMENT NO. 19037,  
OFFICIAL RECORDS OF SAID COUNTY.

(End of Legal Description)

*[Handwritten signature]* 11/21/09

