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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

CITY CLERK

City of Riverside

City Hall, 3900 Main Street

Riverside, California 92522

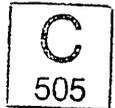


Project: P05-0488 (T33731)

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



THIS COVENANT AND AGREEMENT ESTABLISHING NOTIFICATION PROCESS FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION MEASURES is made and entered into this 22<sup>nd</sup> day of February, 2007, by Richer Laporte, Owner ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of Parcel 1 and Parcel 2 ("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 map recordation to allow for the subdivision of Property into 16 residential lots.

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 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, and the future owners of Parcel 1 through 16 of Tract 33731.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the approval of Planning Case P05-0488, 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 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 P05-0488, 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 incorporated by reference all the provisions of this 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. Establishment of Notification Process For Water Quality Management Plan Implementation Measures.

(a) Declarant hereby establishes a notification process for future individual property owners to ensure that the Water Quality Management Plan implementation measures are adhered to and that it shall be the responsibility of the individual property owners to maintain all Best Management Practices (BMPs) in good working order with any modifications on individual lot which impact the ability of Source Control or Treatment Control BMPs to function properly will require approval from the governing agency.

2. Effect of Covenant and Agreement. 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.

3. Reciprocity, Run with Land. . 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.

4. Enforcement. 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.

5. Termination and Modification. Subject to the prior written approval of the City, by its Planning 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.

[Handwritten Signature]

Richer Laporte  
Dated 2-22-07

**APPROVED AS TO FORM:**

[Handwritten Signature]  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

[Handwritten Signature]  
Planning Department

STATE OF CALIFORNIA )  
  )  
COUNTY OF RIVERSIDE )

On February 22, 2007, before me, Sherry R. Morton, the undersigned, a notary public in and for said State, personally appeared Richer Laporte personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]

Notary Public

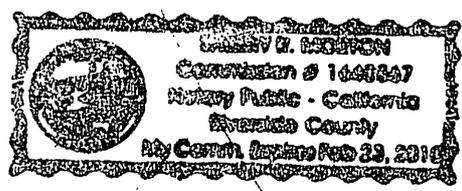
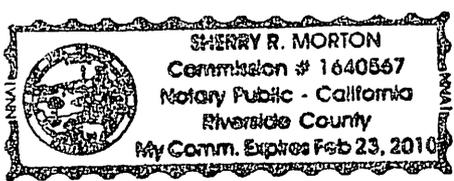


Exhibit A

Legal Description:

Parcel 1: LOT 298A AND LOT 299 OF CAMP ANZA SUBDIVISION NO. 1, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGE 81 AND 82, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Parcel 2: THE NORTHERLY 250 FEET OF LOT 300 OF CAMP ANZA SUBDIVISION NO. 1, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGE 81 AND 82, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL URANIUM, THORIUM AND ALL OTHER MATERIALS PURSUANT TO THE ATOMIC ENERGY ACT OF 1946, WITH THE RIGHT TO ENTER UPON SUCH LANDS AND PROSPECTS FOR, MINE AND REMOVE THE SAME, AS RESERVED IN THE DEED FROM THE UNITED STATES OF AMERICA TO EDWARD F. SCHULTZ, RECORDED FEBRAURY 9, 1948 IN BOOK 892 PAGE 469 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



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