

DOC # 2008-0081068

02/20/2008 08:00A Fee:25.00

Page 1 of 7

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, CA 92522

Planning Case: P07-0540, P06-1200, P06-1201

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

34

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513

THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 21st day of January, 2008, by Sam Menlo, Trustee of the Menlo Trust, U.T.I. of February 22, 1983 ("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 Construction of a 41,370 square-foot commercial center on approximately 3.31 Acres at 1820 and 1860 University 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 P07-0540, P06-1200, and P06-1201, 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 to comply with certain conditions imposed by the City for the approval of P07-0540, P06-1200, and P06-1201, and shall be binding and inure to the benefit of each successor and assignee in interest

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 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 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 shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.

3. In the event Declarant, or its 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 successor 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 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 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 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.

Sam Menlo, Trustee of the Menlo Trust, U.T.I. of February 22, 1983

Sam Menlo
Name: SAM MENLO
Title: TRUSTEE

Name:
Title:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Kristi J. Smith
Name: Kristi J. Smith
Supervising Deputy City Attorney

Leonardo Alban
Name: LEONARDO ALBANO
Department: PUBLIC WORKS



State of California)
) SS
County of Los Angeles)

On FEB. 11, 2008 before me, Yosef Y. Shagalov, notary public,
personally appeared,

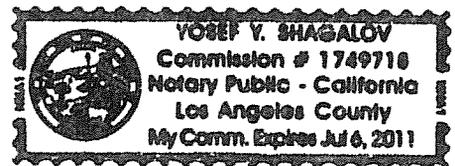
SAM MENLO

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 Yosef Y. Shagalov





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: YOSEF Y. SHAGALOW

Commission #: 1749718

Place of Execution: LOS ANGELES COUNTY

Date Commission Expires: JULY 6, 2011

Date: 2-20-08

Signature: *E. Landt*

Print Name: E. LANDT



EXHIBIT A

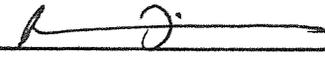
PARCEL 1:

ALL THAT PORTION OF LOT 2 OF CASTLEMAN 'S ADDITION, AS SHOWN BY MAP ON FILE IN BOOK 3 PAGE 19 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

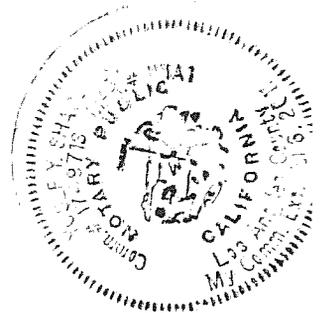
BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT, 360 FEET EASTERLY OF THE NORTHWESTERLY CORNER THEREOF;
THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 290 FEET;
THENCE EASTERLY 268 FEET;
THENCE NORTHERLY 290 FEET TO THE NORTHERLY LINE OF SAID LOT;
THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 268 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE CITY OF RIVERSIDE BY DOCUMENT RECORDED JANUARY 19, 1966 AS INSTRUMENT NO. 6802 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL

BY:  1/28/08
DATE

FOR: MARK S. BROWN
CITY SURVEYOR



2008-0081068
02/26/2008 08:00A
6 of 7

4/4

C/A 1171 W

CITY OF RIVERSIDE
 P07-0540
 WQMP PLAT

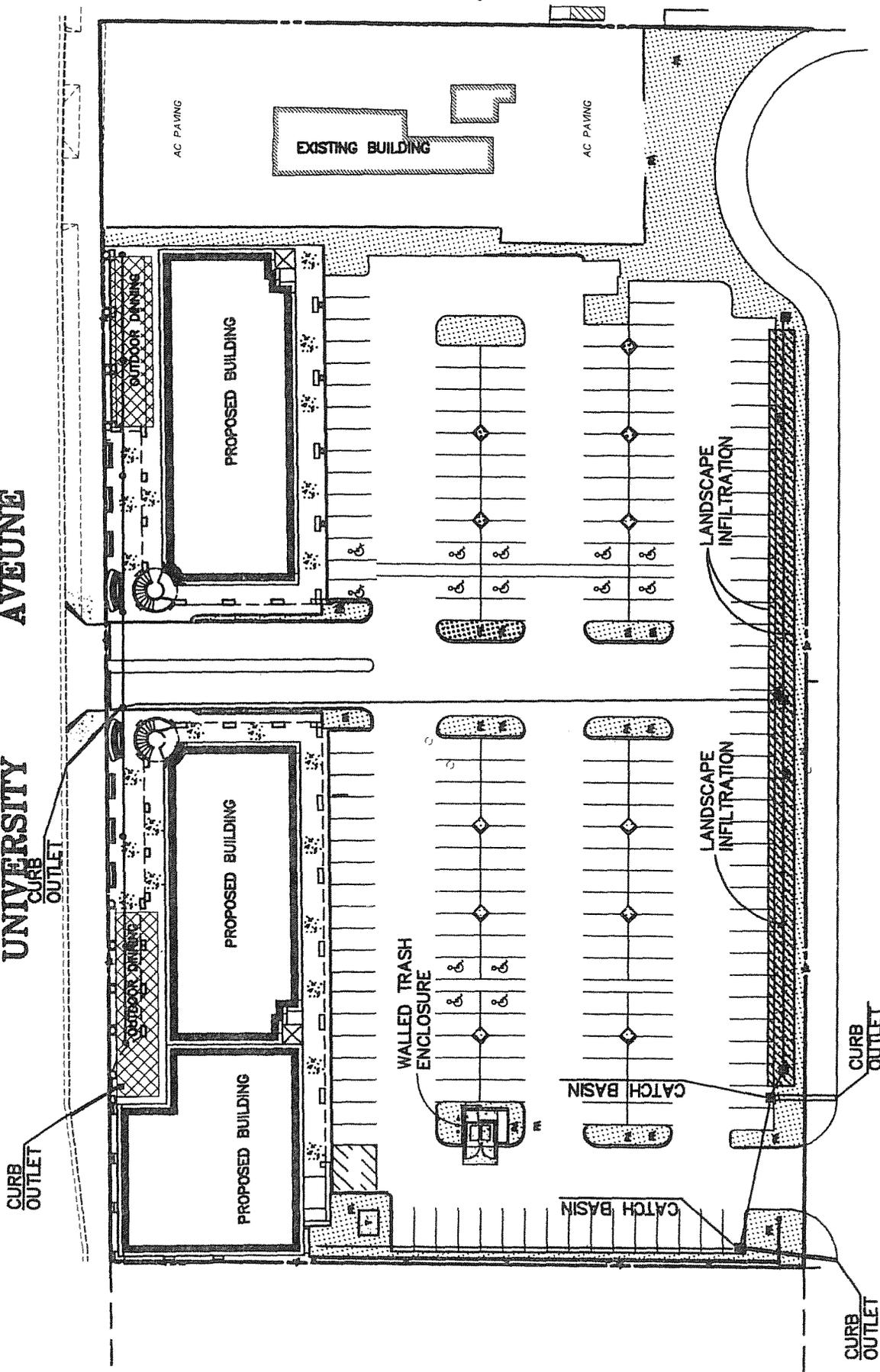


1 INCH=60 FT.

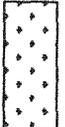
UNIVERSITY
 CURB
 OUTLET

UNIVERSITY
 CURB
 OUTLET

NINTH STREET



LEGEND

-  INDICATES LANDSCAPE AREA SD-10, SD-12
-  INDICATES INFILTRATION TRENCH

W 11141 W

2008-0081868

