

2016-0098564

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Recorded in Official Records
County of Riverside
Peter Aidana
Assessor-County Clerk-Recorder



WHEN RECORDED MAIL TO:

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

Planning Case: P14-0078

9					R	A	Exam: 380		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
11						1	10		
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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 22 day of January, 2016, by DHB Investments, LLC ("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 Canyon Bluff Apartments.
- 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 P14-0078, 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

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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 P14-0078, 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 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.

DHG Investments, LLC



Name: *Atesh Patel*
Title: *Managing Member*

Name:
Title:

APPROVED AS TO FORM:



Name: _____
Deputy City Attorney

APPROVED AS TO CONTENT



Name: *Mark Steuer*
Public Works Department:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On Jan 27, 2016, before me, Carolyn Villines, a

notary public, personally appeared ALKESH R. PATEL, 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.

Carolyn Villines (SEAL)
Signature



OWNER'S CERTIFICATION

This Project-Specific Water Quality Management Plan (WQMP) has been prepared for Daystar Hospitality Group by JLC Engineering and Consulting, Inc. for Canyon Bluffs, P14-0076.

This WQMP is intended to comply with the requirements of the City of Riverside for the Design Review for the construction of an 88-unit condo complex, Planning Case No. P14-0078 which includes the requirement for the preparation and implementation of a Project-Specific WQMP.

The undersigned, while owning the property/project described in the preceding paragraph, shall be responsible for the implementation and funding of this WQMP and will ensure that this WQMP is amended as appropriate to reflect up-to-date conditions on the site. In addition, the property owner accepts responsibility for interim operation and maintenance of Stormwater BMPs until such time as this responsibility is formally transferred to a subsequent owner. This WQMP will be reviewed with the facility operator, facility supervisors, employees, tenants, maintenance and service contractors, or any other party (or parties) having responsibility for implementing portions of this WQMP. At least one copy of this WQMP will be maintained at the project site or project office in perpetuity. The undersigned is authorized to certify and to approve implementation of this WQMP. The undersigned is aware that implementation of this WQMP is enforceable under the City of Riverside Water Quality Ordinance (Municipal Code Section 14.12.315).

"I, the undersigned, certify under penalty of law that the provisions of this WQMP have been reviewed and accepted and that the WQMP will be transferred to future successors in interest."

Alkesh Patel, DHG Investments, LLC
Owner's Signature

Alkesh Patel
Owner's Printed Name

1-22-16
Date

Managing Member
Owner's Title/Position

PREPARER'S CERTIFICATION

"The selection, sizing and design of stormwater treatment and other stormwater quality and quantity control measures in this plan meet the requirements of Regional Water Quality Control Board Order No. R8-2010-0033 and any subsequent amendments thereto."

Joseph L. Castaneda
Preparer's Signature

Joseph L. Castaneda
Preparer's Printed Name

January 25, 2016
Date

P.E./Project Manager
Preparer's Title/Position



EXHIBIT "A"
LEGAL DESCRIPTION

PROJECT: P14-2078

APN'S: 253-210-25, 253-210-27, 253-210-52, 253-210-54, 253-210-55

PARCEL A

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING FURTHER DESCRIBED AS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT "D", AS SHOWN ON TRACT NO. 2721, BOOK 51, PAGES 58 THROUGH 60 OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 15°24'55" EAST, 114.40 FEET;

THENCE SOUTH 55°08'25" EAST, 51.07 FEET;

THENCE SOUTH 62°43'15" EAST, 171.95 FEET TO AN ANGLE POINT THEREIN, THE PRECEDING THREE COURSES BEING ALONG THE NORTHEASTERLY LINE OF LOT D PER SAID TRACT 2721;

THENCE NORTH 69°02'25" EAST, ALONG THE NORTHERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO ADRIENNE BURKE, DATED SEPTEMBER 22, 1978 AS INSTRUMENT NO. 200770, 135.58 FEET TO THE SOUTHWESTERLY LINE OF A 20 FOOT WIDE ROAD EASEMENT PER RECORD OF SURVEY ON FILE IN BOOK 41, PAGES 40 AND 41 OF RECORDS OF SURVEY, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 52°03'36" EAST, 77.22 FEET ALONG THE SOUTHWESTERLY LINE OF SAID EASEMENT;

THENCE NORTH 37°56'24" EAST, 10.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID 20 FOOT ROAD EASEMENT AND THE PROLONGATION OF THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO FRANK H.GIBSON AS INSTRUMENT NO. 1663, RECORDED APRIL 14, 1950;

THENCE NORTH 40°30'04" EAST ALONG SAID PROLONGATION OF THE SOUTHEASTERLY LINE, 151.58 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN SAID PARCEL OF LAND CONVEYED TO FRANK H. GIBSON, ET UX, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF LOT 2, TRACT NO. 4733-R, AS SHOWN BY MAP ON FILE IN BOOK 75, PAGES 6 AND 7 OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 49°19'26" WEST, 197.41 FEET;

THENCE NORTH 73°00'56" WEST, 65.15 FEET;

THENCE NORTH 27°07'04" EAST, 27.00 FEET;

THENCE NORTH 59°09'52" WEST, 147.47 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DONALD SHOFFEITT PER INSTRUMENT NO. 79-183879, RECORDED AUGUST 30, 1979;

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THENCE SOUTH 27°07'09" WEST, 109.28 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND TO THE MOST EASTERLY CORNER OF POLLARD WAY AS SHOWN ON TRACT NO. 3081, MB 54/56-59, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 217 FEET, AND AN INITIAL RADIAL BEARING OF SOUTH 44°45'11" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°45'43" AN ARC DISTANCE OF 82.42 FEET TO A POINT OF REVERSE CURVATURE, HAVING A RADIUS OF 283 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°41'22" AN ARC DISTANCE OF 52.80 FEET TO A POINT OF REVERSE CURVATURE TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 23.00 FEET;

THENCE NORTHWESTERLY, THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°41'22" AN ARC DISTANCE OF 34.40 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF EL CERRITO DRIVE, AS SHOWN ON SAID TRACT 4733-R, THE PRECEDING SEVEN COURSES BEING ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2;

THENCE SOUTH 51°27'21" WEST ALONG THE PROLONGATION OF THE SOUTHEASTERLY RIGHT OF WAY OF EL CERRITO DRIVE, PARALLEL AND 44 FEET SOUTHEASTERLY OF THE CENTERLINE OF EL CERRITO DRIVE AS SHOWN ON SAID TRACT MAP NO. 4733-R, 76.50 FEET TO THE WESTERLY LINE OF THAT 20 FOOT WIDE ROAD EASEMENT, THE CENTERLINE OF WHICH IS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 41, PAGES 40 AND 41 OF RECORDS OF SURVEY, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 20°59'25" WEST ALONG SAID WESTERLY LINE, 14.98 FEET;

THENCE SOUTH 62°50'55" WEST, 15.87 FEET;

THENCE SOUTH 51°27'21" WEST, 234.30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 933 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°24'52" AN ARC DISTANCE OF 185.87 FEET;

THENCE SOUTH 27°07'47" EAST 26.57 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 4 PER RECORD OF SURVEY ON FILE IN BOOK 19, PAGE 32 OF RECORDS OF SURVEY, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 71°36'05" EAST ALONG SAID SOUTHEASTERLY LINE OF PARCEL 4 AND ON THE NORTHWESTERLY LINE OF SAID LOT "D" OF TRACT NO. 2721, 26.13 FEET TO THE MOST WESTERLY CORNER OF LOT D;

THENCE CONTINUING NORTH 71°36'05" EAST, ALONG SAID SOUTHEASTERLY LINE OF PARCEL 4 AND THE NORTHWESTERLY LINE OF SAID LOT "D" OF TRACT NO. 2721, SAID LINE BEING COINCIDENT WITH THE NORTH LINE OF LOT "D" AS SHOWN ON SAID TRACT NO. 2721, 324.01 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING NORTHWESTERLY OF A LINE THAT IS PARALLEL WITH AND DISTANT 33.00 FEET SOUTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE FOLLOWING DESCRIBED LINE:

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BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF EL CERRITO DRIVE WITH THE CENTERLINE OF PEARBLOSSOM DRIVE AS SHOWN BY MAP OF TRACT 3081, ON FILE IN BOOK 54 PAGES 56 THROUGH 59 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING IN A NON-TANGENT CURVE CONCAVING SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET AND TO WHICH THE RADIUS BEARS SOUTH 28°02'39" EAST;

THENCE SOUTHWESTERLY TO THE LEFT ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 10°30' AN ARC LENGTH OF 164.93 FEET;

THENCE SOUTH 51°27'21" WEST, ALONG A LINE TANGENT TO THE END OF SAID LAST MENTIONED CURVE, A DISTANCE OF 44.90 FEET; THE PRECEDING TWO COURSES BEING ALONG THE CENTERLINE OF EL CERRITO DRIVE AS SHOWN BY SAID MAP OF TRACT 3081;

THENCE SOUTH 55°53'21" WEST, A DISTANCE OF 84.09 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 6.50 FEET NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF EL CERRITO DRIVE AS SHOWN BY MAP OF TRACT 20586, ON FILE IN BOOK 152 PAGES 33 THROUGH 35 OF MAPS, RECORDS OF SAID COUNTY;

THENCE SOUTH 51°27'21" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 234.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVING NORTHWESTERLY AND HAVING A RADIUS OF 900.00 FEET;

THENCE SOUTHWESTERLY TO THE RIGHT ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 11°24'52" AN ARC LENGTH OF 179.30 FEET;

THENCE SOUTH 62°52'13" WEST, ALONG A LINE TANGENT TO THE END OF SAID LAST MENTIONED CURVE, A DISTANCE OF 97.96 FEET TO AN INTERSECTION WITH THE CENTERLINE OF CANYON CREST DRIVE, AND THE END OF THIS LINE DESCRIPTION."

ALSO EXCEPTING THAT PORTION OF PARCEL 4 OF RECORD OF SURVEY ON FILE IN BOOK 19, PAGE 32 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT "D" OF TRACT NO. 2721, BOOK 51, PAGES 58 THROUGH 60 OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 71°36'05" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT "D", ALSO BEING THE SOUTHEASTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 324.01 FEET TO THE MOST WESTERLY CORNER OF LOT "D", BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED;

THENCE CONTINUING SOUTH 71°36'05" WEST, 26.13 FEET TO THE MOST WESTERLY LINE OF PARCEL 3 DESCRIBED TO DHG INVESTMENTS ON DEED RECORDED FEBRUARY 15, 2013 AS DOCUMENT NO. 2013-0079758, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ALONG SAID MOST WESTERLY LINE OF PARCEL 3 NORTH 27°07'47" WEST, 12.06 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 45.00 FEET, AND AN INITIAL RADIAL BEARING OF SOUTH 15°02'37" EAST;

THENCE EASTERLY AND THEN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°28'47" AN ARC DISTANCE OF 31.01 FEET TO THE POINT OF BEGINNING.

C/A-1245W

PARCEL CONTAINS 153,573 SQUARE FEET, OR 3.53 ACRES



DESCRIPTION APPROVAL:

 3/7/16
CURTIS C. STEPHENS, L.S. 7610 DATE
CITY SURVEYOR

C/A-1245 W

PARCEL MERGER

CANYON CREST DR. & EL CERRITO DR.

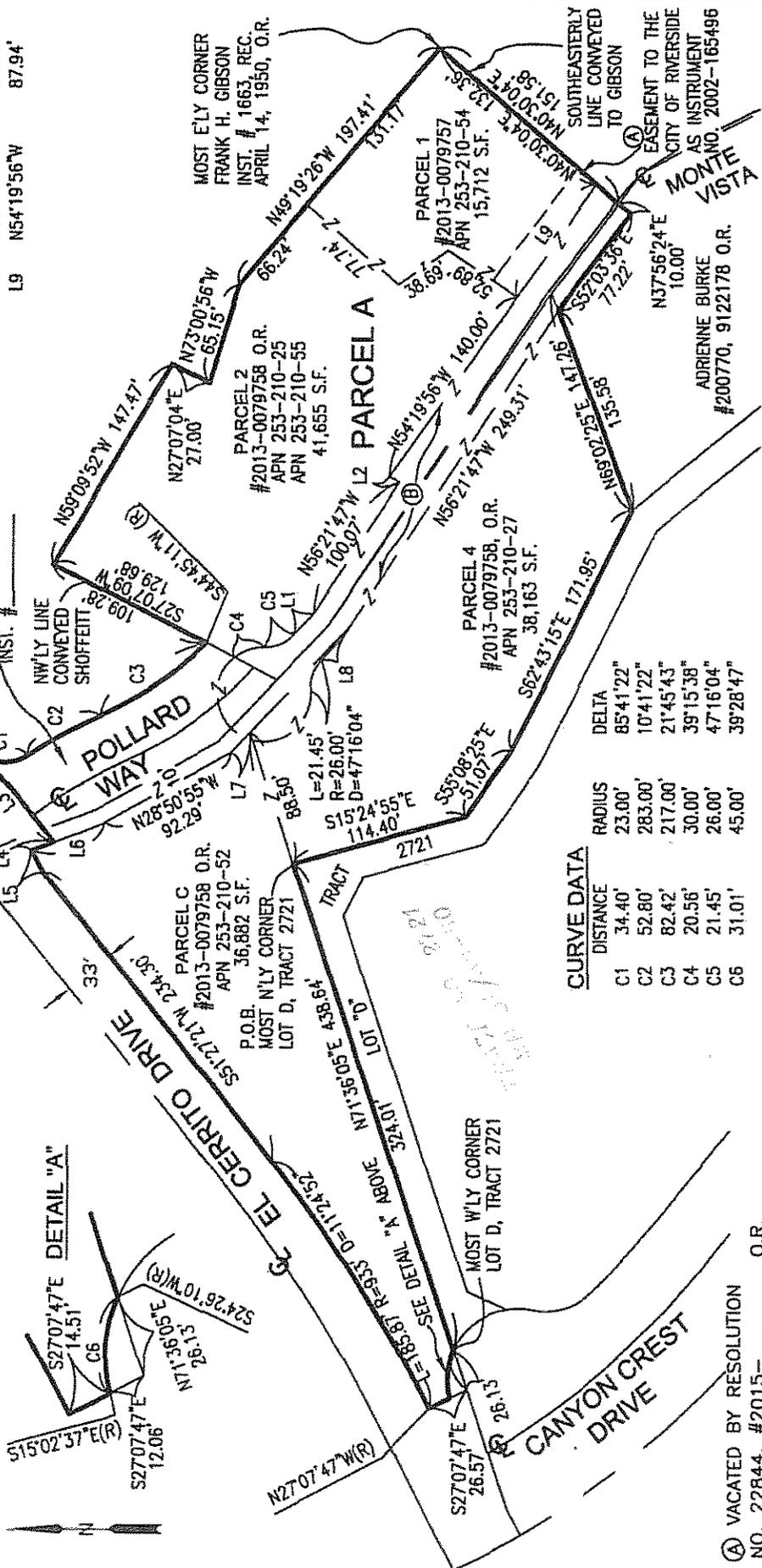
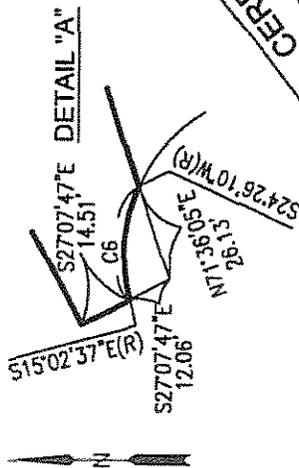
P15-

LEGEND

- Z — ELIMINATED PARCEL LINES
- BOUNDARY OF MERGED LOTS

LINE DATA

BEARING	DISTANCE
L1 N46°22'30"W	18.09'
L2 S27°07'04"W	7.41'
L3 S51°27'21"W	76.50'
L4 N20°59'25"W	14.98'
L5 S62°50'55"W	15.87'
L6 N20°59'25"W	49.25'
L7 N46°25'49"W	17.77'
L8 N46°22'30"W	20.19'
L9 N54°19'56"W	87.94'



CURVE DATA

DISTANCE	RADIUS	DELTA
C1 34.40'	23.00'	85°41'22"
C2 52.80'	283.00'	10°41'22"
C3 82.42'	217.00'	21°45'43"
C4 20.56'	30.00'	39°15'38"
C5 21.45'	26.00'	47°16'04"
C6 31.01'	45.00'	39°28'47"

Ⓐ VACATED BY RESOLUTION NO. 22844, #2015-____ O.R.

Ⓑ AREA DEEDED TO THE CITY OF RIVERSIDE AS INSTRUMENT NOS. 82800, 82801, AND 82802, RECORDED APRIL 19, 1985, AND INSTRUMENT NOS. 8745, 87459, AND 87460, RECORDED APRIL 25, 1985. VACATED BY RESOLUTION NO. 22844, #2015-____ O.R.

Prepared by HILLWIG-GOODROW, INC.:
31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

SCALE: 1"=100'

FILE NO.: 286-21

DATE: DECEMBER 2015

SHEET 1 OF 1

SCOTT A. BROTCHE, PLS 9107
LICENSE EXPIRES: 9-30-16

DATE

C/A-1245 W



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

DHC7 INVESTMENTS, LLC.

Date:

3/14/16

Signature:

Print Name:

Erin Bowler S