

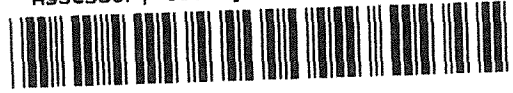
1244 First American
TITLE CO.

WHEN RECORDED MAIL TO:

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

Planning Case: P07-0488

DOC # 2008-0225896
05/01/2008 08:00A Fee:27.00
Page 1 of 7
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

THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 11 day of December, 2007, by Cresthaven Heights, 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 a rough grading permit for two single family residence's.
- 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 P07-0488, 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 P07-0488, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance,

C/A 1175W

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 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 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.

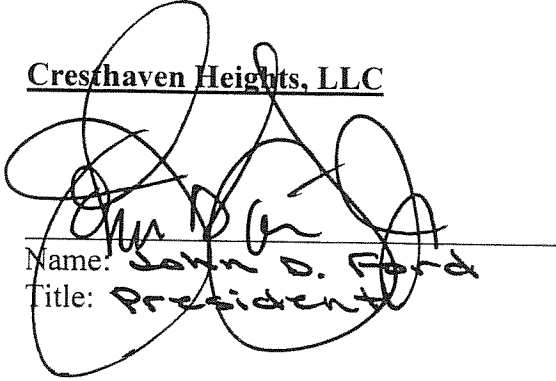
6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorney's 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.

C/A 1175W

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

Cresthaven Heights, LLC



Name: John D. Ford
Title: President

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Name:
Supervising Deputy City Attorney

Name:
Department

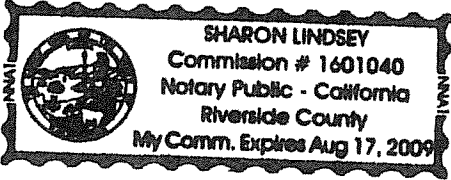
STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

SL NOTARY PUBLIC

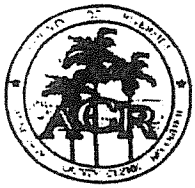
On Apr 30, 2008, before me, Sharon Lindsey the undersigned, a notary SL
public in and for said State, John D. Ford WHO PROVED TO ME ON THE BASIS
SL OF SATISFACTORY EVIDENCE SL to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed 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. SL



SL
Sharon Lindsey
Notary Signature



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

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

<http://riverside.asrcrkrec.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: Sharon Lindsey

Commission #: 1601041

Place of Execution: RVSD

Date Commission Expires: 8-17-09

Date: 5-1-08

Signature: S. Espinoza

Print Name: S. Espinoza

EXHIBIT "A"

PARCEL "A"

THAT PORTION OF THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1;

THENCE S0°47'58"W, ALONG THE WEST LINE OF SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1, A DISTANCE OF 259.81 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH 4 ACRES OF THE WEST ONE HALF OF THE SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1, SAID POINT BEING THE POINT OF BEGINNING OF PARCEL TO BE DESCRIBED;

THENCE N88°03'52"E, ALONG SAID SOUTH LINE, A DISTANCE OF 671.89 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTH 4 ACRES OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1;

THENCE S38°41'43"E, A DISTANCE OF 252.40 FEET TO A POINT LYING ON A LINE WHICH IS PARALLEL WITH AND 194.24 FEET NORTH OF THE SOUTH LINE OF THE SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1;

THENCE N87°58'37"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 482.17 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND OFFERED TO THE CITY OF RIVERSIDE BY DEED RECORDED 1 MAY 2005 AS INSTRUMENT NO. 186716, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE S00°31'21"W, ALONG SAID WEST LINE, A DISTANCE OF 126.04 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 103.00 FEET;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°59'58" AN ARC LENGTH OF 26.96 FEET;

THENCE S15°31'19"W, A DISTANCE OF 43.89 FEET; TO THE SOUTH LINE OF THE SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1;

THENCE S87°58'37"W, ALONG SAID SOUTH LINE A DISTANCE OF 627.99' TO THE SOUTHWEST CORNER OF THE EAST ONE HALF OF THE SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1;

THENCE N0°39'42"E, ALONG THE WEST LINE OF THE SAID EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1, A DISTANCE OF 130.62 FEET TO THE NORTHEASTERLY CORNER OF LOT 5 OF TRACT NO. 10853 AS SHOWN BY MAP ON FILE IN BOOK 111, PAGES 89 AND 90, OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE S87°59'26"W, ALONG THE NORTH LINE OF SAID LOT 5 AND LOT 6 OF TRACT NO. 10853 AND THEIR WESTERLY PROLONGATION THEREOF, A DISTANCE OF 672.57 FEET TO THE WEST LINE OF SAID NORTHWEST ONE QUARTER OF SOUTHWEST ONE QUARTER OF SECTION 1;

THENCE N0°47'58"E, ALONG THE WEST LINE OF THE SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1, A DISTANCE OF 267.40 FEET TO THE POINT OF BEGINNING.

PARCEL "A" CONTAINS 7.34 ACRES, MORE OR LESS.

C/A 1175 W

PARCEL "B"

THAT PORTION OF THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1;

THENCE $S0^{\circ}47'58''W$, ALONG THE WEST LINE OF SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1, A DISTANCE OF 259.81 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH 4 ACRES OF THE WEST ONE HALF OF THE SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1;

THENCE $N88^{\circ}03'52''E$, ALONG SAID SOUTH LINE, A DISTANCE OF 671.89 FEET TO THE NORTHEAST CORNER OF THE SAID NORTH 4 ACRES OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTH 4 ACRES OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1, SAID POINT ALSO BEING THE POINT OF BEGINNING OF PARCEL TO BE DESCRIBED;

THENCE $S38^{\circ}41'43''E$, A DISTANCE OF 252.40 FEET TO A POINT LYING ON A LINE WHICH IS PARALLEL WITH AND 194.24 FEET NORTH OF THE SOUTH LINE OF THE SAID NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1;

THENCE $N87^{\circ}58'37''E$, ALONG SAID PARALLEL LINE, A DISTANCE OF 482.17 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND OFFERED TO THE CITY OF RIVERSIDE BY DEED RECORDED 1 MAY 2005 AS INSTRUMENT NO. 186716, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE $N0^{\circ}31'21''E$, ALONG SAID WEST LINE, A DISTANCE OF 143.82 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 230.00 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $14^{\circ}38'55''$ AN ARC DISTANCE OF 58.80 FEET TO THE SOUTH LINE OF THE SAID NORTH 4 ACRES OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 1;

THENCE $S88^{\circ}03'52''W$, ALONG SAID SOUTH LINE, A DISTANCE OF 649.35 FEET TO THE POINT OF BEGINNING.

PARCEL "B" CONTAINS 2.61 ACRES, MORE OR LESS.