

WHEN RECORDED MAIL TO:

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

Planning Case: P06-1125,1126,1127

DOC # 2008-0024504
01/16/2008 08:00A Fee:25.00
Page 1 of 7
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			7						9
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
Fee OK AG									514

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

34



THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 12th day of December, 2007, by Barton Center LLC, a California limited liability company ("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 an approximate 2,000 S.F. shell building for a Starbucks coffee shop on a vacant portion of an existing 1.82 acre commercial center.

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 P06-1125,1126 and 1127, 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

C/A 1168 W

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 P06-1125,1126 and 1127, 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.



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.

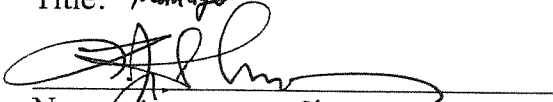
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

Barton Center LLC, a California limited liability company



Name: H. Anthony Gortshore

Title: Manager



Name: Lawrence J. Sherman

Title: Manager



Name: Jack A. Sweeney

Title: Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT



Name: Kristi J. Smith
Deputy City Attorney



Name: LEONARDO ALBINO
Public Works Department:



2008-0024504
01/16/2008 08:00A
3 of 7

C/A 1168 W

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

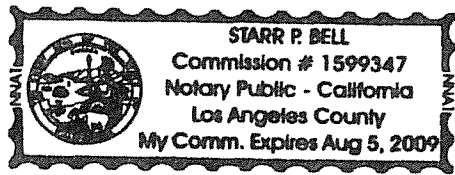
State of California

County of Los Angeles } ss.

On December 12, 2007 before me, Starr P. Bell, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Jack Sweeney
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) (s) 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.

WITNESS my hand and official seal.
Starr P. Bell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

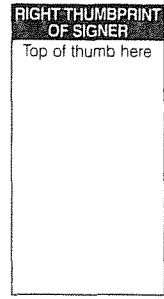
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



C/A 1168 W

Exhibit A

THE WESTERLY 502.50 FEET OF THE SOUTHERLY 170.00 FEET OF THE
NORTHERLY 272.00 FEET OF THE WEST HALF OF THE NORTHWEST
QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3
SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO
UNITED STATES GOVERNMENT SURVEY THEREOF;

EXCEPTING THEREFROM THE WESTERLY 30.00 FEET THEREOF AS
CONVEYED TO THE CITY OF RIVERSIDE BY QUITCLAIM DEED RECORDED
AUGUST 17, 1990 AS INSTRUMENT NO. 307500 OF OFFICIAL RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY
OF RIVERSIDE BY DEED RECORDED AUGUST 17, 1990 AS INSTRUMENT NO.
307499 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL:

BY:  12/29/07
DATE

FOR: MARK S. BROWN
CITY SURVEYOR



2008-0024504
01/16/2008 08:00A
6 of 7

C/A 1168 W

2008-0024504
01/16/2008 08:00A
7 of 7



1

39
1715

E

N89°17'30"E

ALESSANDRO

BLVD.

101

101

102

WEST LINE SECTION 16
N0°05'20"W

BARTON ST.

30'

33'

30'

170.01'

147.27'

33'

26.75'

39.06'

N45°30'01"E

POR. W 1/2 NW 1/4 SECTION 16
T.3S., R.4W., S.B.M.

POR. PARCEL 1
R/S 46/73

272'

LOT 1

LOT 15

TRACT 3308
MB. 55/88-89

• CITY OF RIVERSIDE, CALIFORNIA • CIA1168W

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

11/30-1

SCALE: 1" = NTS

DRAWN BY KGS DATE 8/13/90

SUBJECT 1051 ALESSANDRO BLVD.