

WHEN RECORDED MAIL TO:

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

Planning Case: P06-1281

DOC # 2008-0074284

02/14/2008 08:00A Fee:NC

Page 1 of 12

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

22



THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 30<sup>th</sup> day of January, 2008, by PANATTONI INVESTMENTS, LLC, a California limited liability company; PHELAN PROPERTIES, LLC, a California limited liability company and THE ERNEST EHNISZ REVOCABLE TRUST ESTABLISHED FEBRUARY 9, 1983 (collectively, the "Declarant"), or its assignor, 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 the Sycamore Creek Distribution Facility located at Sycamore Canyon Boulevard between Cottonwood Avenue and Alessandro Boulevard (APN 263-240-039), depicted in Exhibit "B", which is attached hereto and incorporated within by reference.

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.

C/A 1170 W

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 P06-1281, 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 P06-1281, 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.

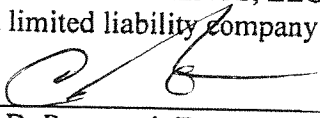
*[Signature Page Follows]*

C/A 1170 W

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

PANATTONI INVESTMENTS, LLC,  
a California limited liability company

By: \_\_\_\_\_

  
Carl D. Panattoni, Trustee of the  
Panattoni Living Trust, dated  
April 8, 1998, Managing Member

PHELAN PROPERTIES, LLC,  
a California limited liability company

By: \_\_\_\_\_

Jeffrey F. Phelan, Sole Member

\_\_\_\_\_  
ERNEST EHNISZ, TRUSTEE OF THE  
ERNEST EHNISZ REVOCABLE TRUST  
ESTABLISHED FEBRUARY 9, 1983

\_\_\_\_\_  
NAOMI EHNISZ, TRUSTEE OF THE  
ERNEST EHNISZ REVOCABLE TRUST  
ESTABLISHED FEBRUARY 9, 1983

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

\_\_\_\_\_  
Name:

Deputy City Attorney

\_\_\_\_\_  
Name:

Public Works Department:

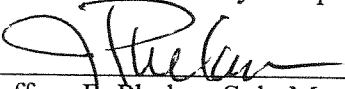
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Jeffrey H. Phelan, Sole Member


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ESTABLISHED FEBRUARY 9, 1983

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

  
Name: Kristi J. Smith  
Deputy City Attorney

  
Name: Kevin Marstall  
Public Works Department:

C/A 1170W

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Ernest Ehnisz TTE  
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ESTABLISHED FEBRUARY 9, 1983

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APPROVED AS TO CONTENT

\_\_\_\_\_  
Name:  
Deputy City Attorney

\_\_\_\_\_  
Name:  
Public Works Department:

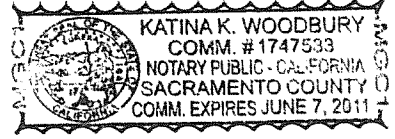
STATE OF California )  
COUNTY OF Sacramento )

On JANUARY 30, 2008, before me, Katrina K Woodbury, Notary Public, personally appeared - Carl D. Panattoni -, 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.

Katrina K Woodbury (SEAL)  
Notary Public Signature



STATE OF )  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

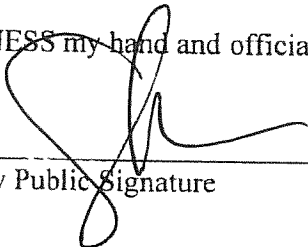
\_\_\_\_\_  
Notary Public Signature (SEAL)

STATE OF ARIZONA )  
 )  
COUNTY OF MARICOPA )

On Feb 5, 2008, before me, Shanell Williams, Notary Public, personally appeared ERNEST ROTH EHNISZ, 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 ARIZONA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public Signature (SEAL)



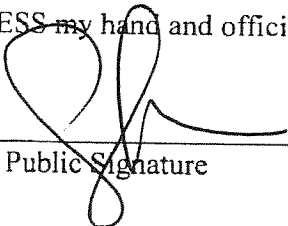
SHANELL WILLIAMS  
Notary Public - Arizona  
Maricopa County  
Expires 10/15/09

STATE OF ARIZONA )  
 )  
COUNTY OF MARICOPA )

On Feb 5, 2008, before me, Shanell Williams, Notary Public, personally appeared NAOMI MARGARET EHNISZ, 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 ARIZONA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public Signature (SEAL)



SHANELL WILLIAMS  
Notary Public - Arizona  
Maricopa County  
Expires 10/15/09

C/A 1170 W



**EXHIBIT A**  
**(Legal Description)**

PARCEL C OF CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 28, 2002 AS INSTRUMENT NO. 104062, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 12, 13 AND 27 OF PARCEL MAP NO. 24536, ON FILE IN BOOK 162 OF PARCEL MAPS, PAGES 91 THROUGH 98 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF PARCELS 5, 6 AND 10 OF CERTIFICATE OF COMPLIANCE RECORDED AUGUST 10, 1993 AS INSTRUMENT NO. 93-311232, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALL LOCATED IN THE CITY OF RIVERSIDE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 24 OF SAID PARCEL MAP, THENCE SOUTH  $01^{\circ}20'36''$  EAST, ALONG THE EASTERLY LINES OF PARCELS 24 AND 12 OF SAID PARCELS 24 AND 12 OF SAID PARCEL MAP, A DISTANCE OF 624.72 FEET, TO THE POINT OF BEGINNING.

THENCE NORTH  $89^{\circ}16'47''$  WEST, A DISTANCE OF 12.47 FEET;

THENCE SOUTH  $17^{\circ}33'46''$  WEST, A DISTANCE OF 40.30 FEET;

THENCE SOUTH  $46^{\circ}20'49''$  WEST, A DISTANCE OF 52.04 FEET;

THENCE SOUTH  $43^{\circ}41'47''$  WEST, A DISTANCE OF 71.80 FEET;

THENCE SOUTH  $53^{\circ}54'09''$  WEST, A DISTANCE OF 35.17 FEET;

THENCE SOUTH  $89^{\circ}23'56''$  WEST, A DISTANCE OF 1153.67 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 10;

THENCE SOUTH  $53^{\circ}40'19''$  EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 132.48 FEET;

THENCE SOUTHEASTERLY, CONTINUING ALONG SAID SOUTHWESTERLY LINE, ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1053.00 FEET, THROUGH AN ANGLE OF  $08^{\circ}08'42''$ , AN ARC LENGTH OF 149.69 FEET;

THENCE SOUTH  $45^{\circ}31'37''$  EAST, CONTINUING ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 51.12 FEET;

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE AND THE SOUTHWESTERLY LINE OF SAID PARCELS 27 AND 13, ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1001.32 FEET, THROUGH AN ANGLE OF  $20^{\circ}23'24''$ , AN ARC LENGTH OF 356.34 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL 13;

THENCE NORTH  $89^{\circ}09'10''$  EAST, ALONG THE SOUTHERLY LINE OF SAID PARCELS 13 AND 6, A DISTANCE OF 830.54 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL 6;


THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCELS 6 AND 12, ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1860.13 FEET,

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THROUGH AN ANGLE OF 07°38'34", AN ARC LENGTH OF 248.13 FEET, (THE INITIAL RADIAL LINE BEARS SOUTH 83°42'02" EAST);  
THENCE NORTH 01°20'36" WEST, CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL 12, A DISTANCE OF 399.45 FEET, TO THE POINT OF BEGINNING.

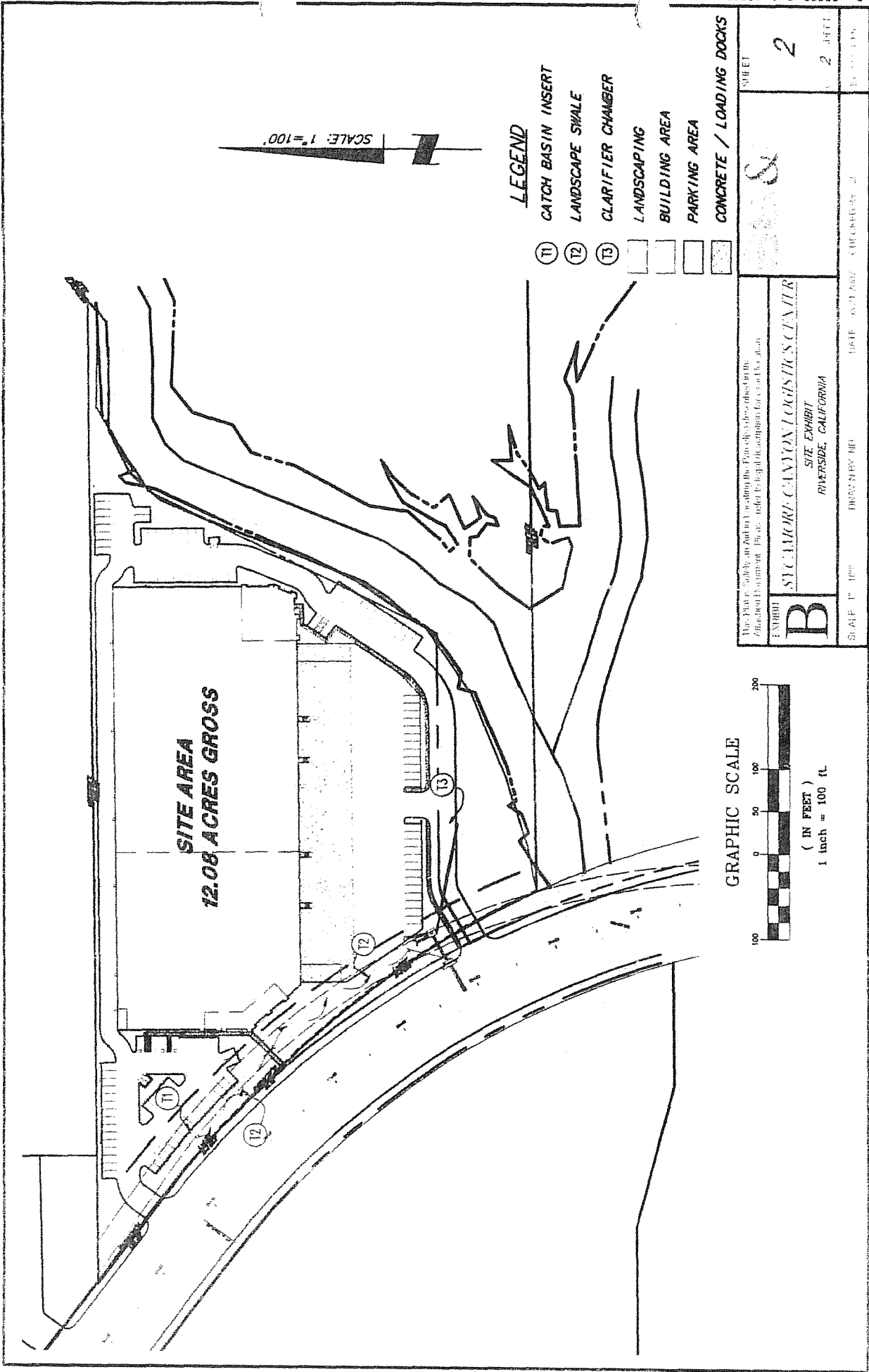
APN: 263-240-039-9

DESCRIPTION APPROVAL:

BY:  12/5/07  
DATE

FOR: MARK S. BROWN  
CITY SURVEYOR

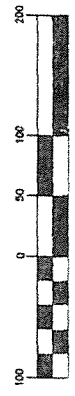
C/A 1170 W



- LEGEND**
- (11) CATCH BASIN INSERT
  - (12) LANDSCAPE SWALE
  - (13) CLARIFIER CHAMBER
  - [Symbol] LANDSCAPING
  - [Symbol] BUILDING AREA
  - [Symbol] PARKING AREA
  - [Symbol] CONCRETE / LOADING DOCKS

SCALE: 1"=100'

GRAPHIC SCALE



Plan, Plot, Study, or Exhibit involving the Flood Control District in the Attached Document. Please refer to legal description for exact location.

**EXHIBIT B** ST. CLARE CANYON LOGISTICS CENTER

SITE EXHIBIT  
RIVERSIDE, CALIFORNIA

DATE: 03/30/2007 CHECKED BY: JI

SCALE: 1"=100' DRAWN BY: BHO

SHEET 2 OF 2 SHEETS

C/A1170 W