

DOC # 2010-0549188

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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

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City of Riverside
City Clerk's Office



Planning Case: P09-0142

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

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THIS COVENANT AND AGREEMENT FOR WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered into this 1st day of November, 2010, by JMC-IV Real Estate Company, a Georgia general partnership ("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 Conditional Use Permit and Design Review of a PUE Plan to allow the development of a surface vehicular storage lot on a 4.22 acre vacant site located at the northeastern corner of Jurupa and Payton Avenues, in the BMP Business and Manufacturing Park Zone, in Ward 3.

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 P09-0142, 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

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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 P09-0142, 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.



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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.

JMC-IV Real Estate Company, a Georgia general partnership

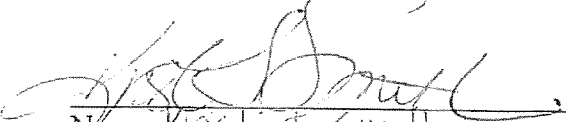
By: **TC REAL ESTATE HOLDINGS, L.L.C.**, a Delaware limited liability company
Its: General Partner

By: **ACC FAMILY PARTNERSHIP, L.P.**, a Delaware limited partnership
Its: Manager

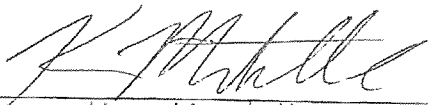
By: **KTVU-ACC, INC.**, a Delaware corporation
Its: Sole General Partner

By:  (SEAL)
Name: Fred H. Beerman
Title: Secretary

APPROVED AS TO FORM:


Name: Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT:


Name: Kevin Marstall
Public Works Department



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STATE OF GEORGIA

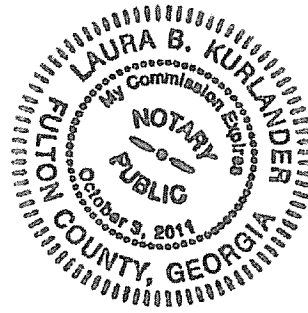
COUNTY OF FULTON

On November 2, 2010, before me, Laura B. Kurlander, Notary Public, personally appeared Fred H. Beerman, 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.

Laura B. Kurlander (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)



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EXHIBIT A

LEGAL DESCRIPTION

Parcel A

All of Parcels 1 and 2 of Parcel Map No. 14425, as shown by Map on file in Book 78, pages 2 and 3 of Parcel Maps, Records Riverside County, California.

DESCRIPTION APPROVAL

BY:  11/2/10
DATE

FOR: MARK S. BROWN
CITY SURVEYOR



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EXHIBIT "B" MAP/ILLUSTRATION

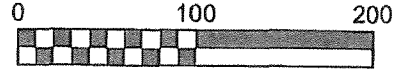
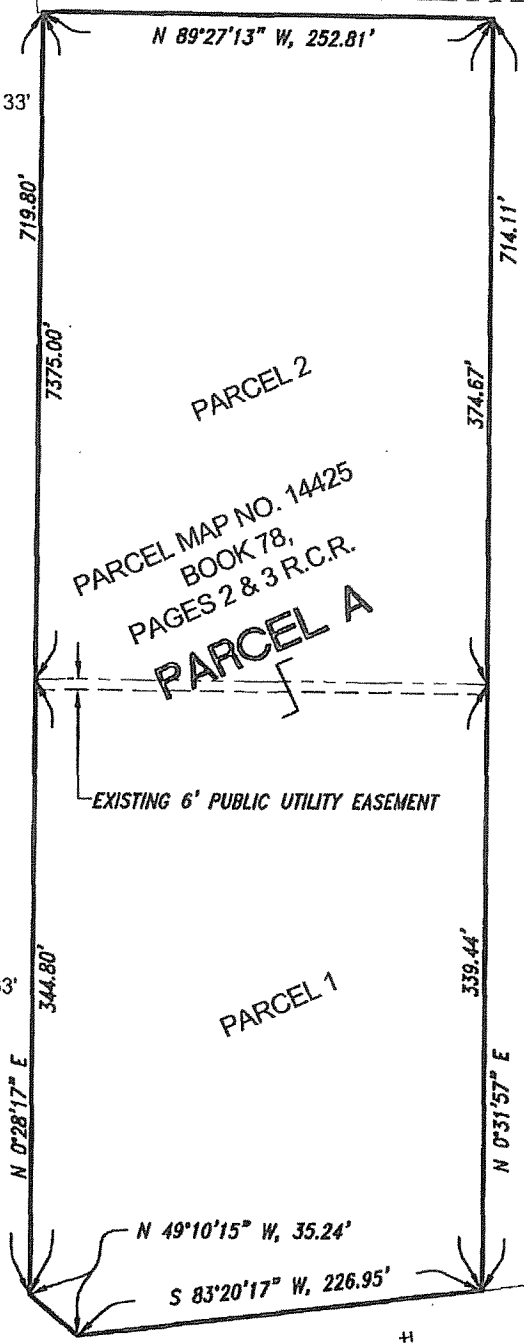
APN 189-120-008

APN 189-150-001

APN 189-150-010

APN 189-160-011

PAYTON AVENUE



Scale : 1" = 100'

OWNER: JMC-IV REAL ESTATE COMPANY
 6205 PEACHTREE DUNWOODY ROAD
 ATLANTA, GA 30328

PREPARED BY:
 LARS ANDERSEN & ASSOCIATES, INC.
 4694 W. JACQUELYN AVENUE
 FRESNO, CA. 93722
 PHONE: (559) 276-2790
 FAX: (559) 276-0850



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