

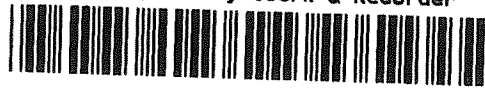
WHEN RECORDED MAIL TO:

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

Planning Case: P09-0756

DOC # 2011-0095241
03/02/2011 01:10P Fee:30.00

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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 10 day of January, 2010, by Auburn Manor Holding Corporation, a California Corporation ("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 Riverside Care Facility, 3766 Nye Avenue

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 P09-0756, 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

C/A 1200W

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 P09-0756, 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.

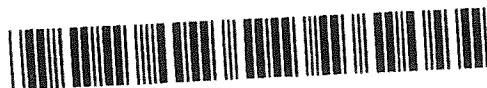
1. This Covenant and Agreement hereby establishes a notification process for future individual property owners to ensure they are subject to and adhere to the Water Quality Management Plan implementation measures and that it shall be the responsibility of the Declarant, its heirs, successors and assigns 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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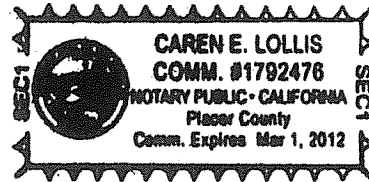
STATE OF California)
)
COUNTY OF Placer)

On 12, January 2011, before me, Caren E Lollis, Notary Public, personally appeared Martin A. Harmon, 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.

Caren E Lollis (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


Parcel A
Legal Description

Lots 18 and 19, of Arlington Gardens, in the City of Riverside, County of Riverside, State of California, per map recorded in Book 14, page 84 of Maps, together with that portion of Lots 20 through 24, of said Arlington Gardens, more particularly described as being Parcel 1 of Lot Line Adjustment LL-027-990 per document recorded October 30, 2002 as Instrument No. 2002-616789 of Official Records, both records of said Riverside County;

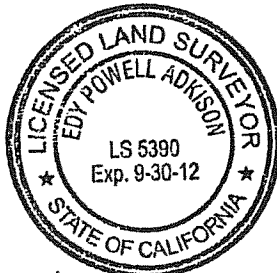
Excepting there from the northeasterly 8.00 feet of said Lots 18 through 24.

Containing 3.33 acres, more or less.

Prepared by me or under my supervision




Edy P. Adkison PLS 5390
Expiration 9-30-2012



11-29-2010

DESCRIPTION APPROVAL:

BY:  11/30/10
DATE

FOR: MARK S. BROWN
CITY SURVEYOR



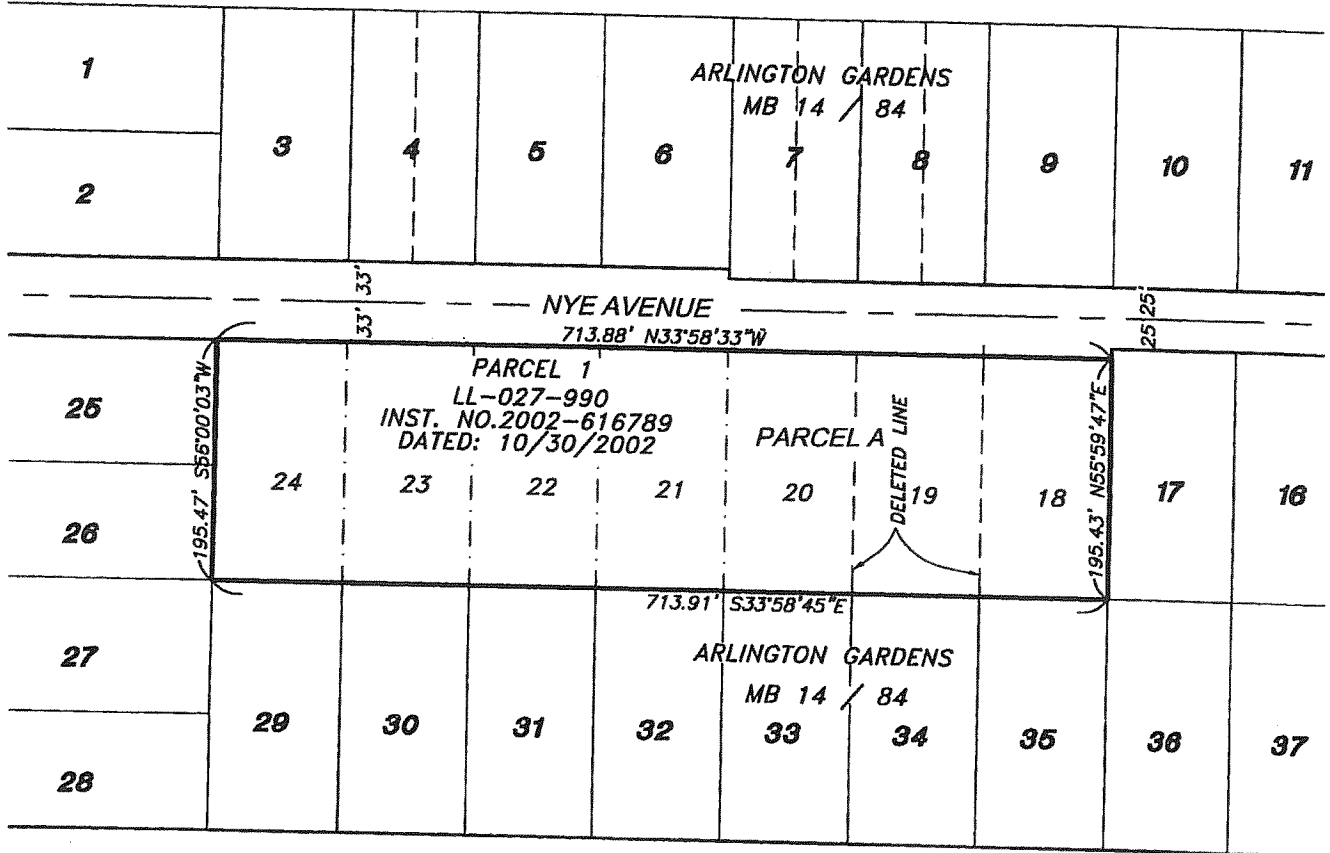
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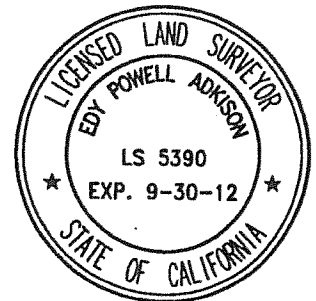
PARCEL MERGER

No. P10-0346

SHEET 1 OF 1



----- INDICATES DELETED LOT LINE
 BY LLA No. LL-027-990,
 RECORDED 10/30/2002, AS
 INSTRUMENT No. 2002-616789,
 O.R. RIV. CO., CA.



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PLANS PREPARED BY:

adkan
ENGINEERS
 Civil Engineering · Surveying · Planning
 6620 Airport Drive, Riverside, CA 92504
 Tel (951) 688-0241 Fax (951) 688-0599

SCALE: 1"=150'

JOB NO. 7221

DATE: 11/10

CLIENT: WESTERN
 CARE CONSTRUCTION

APPROVED BY: 11-29-2010

[Signature]
 EDY P. ADKISON L.S. 5390

PARCEL MERGER
 No. P10-0346

C/A 1200W