

DOC # 2011-0330863

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Recorded in Official Records  
County of Riverside

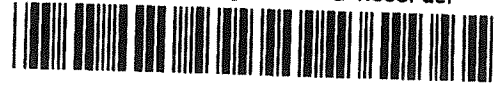
Larry W. Ward

Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside

3900 Main Street  
Riverside, CA 92522  
Planning Case: P11-0192



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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 20<sup>th</sup> day of July, 2011, by California Baptist University, a non-profit religious benefit 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 Design Review of the proposed Monroe Street Parking Lot 15, Planning Case No. P11-0192.
- 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 P11-0192, 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 Monroe Street Parking Lot 15, 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.

C/A1207W

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.

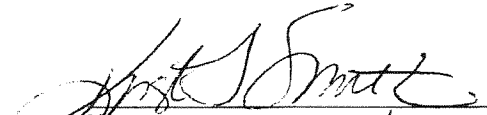
**California Baptist University, a non-profit religious benefit corporation**



Name: Steve Smith

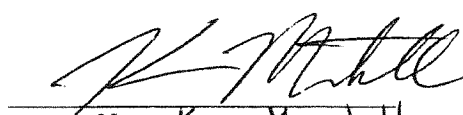
Title: Director of Facilities & Planning Services

APPROVED AS TO FORM:



Name: Kish J. Smith  
Deputy City Attorney

APPROVED AS TO CONTENT



Name: Kevin Marshall  
Public Works Department:

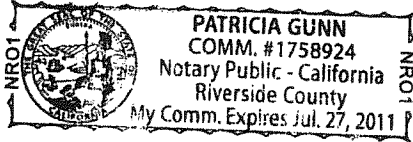
STATE OF CALIFORNIA)  
)  
COUNTY OF RIVERSIDE)

On July 20, 2011, before me, Patricia Gunn, Notary Public, personally appeared Steve Smith, 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.

Patricia Gunn (SEAL)  
Notary Public Signature



STATE OF CALIFORNIA)  
)  
COUNTY OF RIVERSIDE)

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)

**EXHIBIT "A"**

**PARCEL 1:** (APN: 231-020-005)

THAT PORTION OF LOT 4 IN BLOCK 23 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 70, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 4;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MONROE STREET, 182.00 FEET;

THENCE AT RIGHT ANGLES NORTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, 264.8 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF TRACT 18586, AS SHOWN BY MAP ON FILE IN BOOK 139, PAGES 80 AND 81, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 33° 59' 31" WEST, ALONG SAID SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION, A DISTANCE OF 182 FEET, TO THE NORTHWESTERLY LINE OF SAID LOT 4;

THENCE SOUTH 56° 00' 00" WEST, ALONG THE NORTHWESTERLY LINE, 265.20 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHWESTERLY 66 FEET THEREOF.

**PARCEL 2:** (APN: 231-020-06)

THE SOUTHWESTERLY 66 FEET OF THE NORTHWESTERLY 182 FEET OF LOT 4, BLOCK 23 OF LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY, IN BOOK 1, PAGE 70, OF MAPS, OF SAN BERNARDINO COUNTY RECORDS.

**PARCEL 3:** (APN: 231-020-007)

THAT PORTION OF LOT 4, BLOCK 23, OF RIVERSIDE LAND AND IRRIGATING COMPANY, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 70, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 4;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MONROE STREET, 182 FEET TO THE TO THE TRUE POINT OF BEGINNING;

C/A 1207 W

THENCE A RIGHT ANGLE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF MAGNOLIA AVENUE, 264.8 FEET, MORE OR LESS, TO A POINT 396 FEET FROM THE NORTHEASTERLY LINE OF SAID LOT 4;

THENCE SOUTHEASTERLY AT RIGHT ANGLES AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 4, 73.5 FEET;

THENCE AT RIGHT ANGLES SOUTHWESTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 4, 264.8 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF MONROE STREET;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF MONROE STREET, 73.5 FEET TO THE TO THE TRUE POINT OF BEGINNING.

**PARCEL 4:** (APN: 231-020-008)

THAT PORTION OF LOT 4 IN BLOCK 23 AS SHOWN ON MAP OF THE RIVERSIDE LAND AND IRRIGATION COMPANY, IN THE CITY OF RIVERSIDE, ON FILE IN BOOK 1, PAGE 70, OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4, WHICH BEARS SOUTHEASTERLY, A DISTANCE OF 255.5 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 4;

THENCE NORTHEASTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 264.8 FEET;

THENCE SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LOT 4, A DISTANCE OF 75 FEET;

THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 264.8 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

**PARCEL 5:** (APN: 231-020-009)

THAT PORTION OF LOT 4 IN BLOCK 23 OF THE LANDS OF RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 70, OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, 330.5 FEET SOUTHEASTERLY FROM THE MOST WESTERLY CORNER THEREOF;

THENCE NORTHEASTERLY, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 264.8 FEET, TO A POINT 396 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 4;

C/A1207W

THENCE SOUTHEASTERLY, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, 165 FEET;

THENCE SOUTHWESTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 264.8 FEET, TO THE SOUTHWESTERLY LINE OF SAID LOT;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, 165 FEET, TO THE POINT OF BEGINNING.

**PARCEL 6:** (APN: 231-020-010)

THAT PORTION OF LOT 4 IN BLOCK 23 OF THE LANDS OF RIVERSIDE LAND AND IRRIGATING COMPANY, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 70, OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, 495.5 FEET SOUTHEASTERLY FROM THE MOST WESTERLY CORNER THEREOF;


THENCE NORTHEASTERLY AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 264.8 FEET TO A POINT 396 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY LINE OF SAID LOT 4;

THENCE SOUTHEASTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, 165.5 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT;

THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, 264.8 FEET TO THE MOST SOUTHERLY CORNER THEREOF;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 165.5 FEET TO THE POINT OF BEGINNING.

DESCRIPTION APPROVAL:

BY:  7/26/11  
DATE

FOR: MARK S. BROWN  
CITY SURVEYOR

C/A 1207W