

WHEN RECORDED MAIL TO:

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

Planning Case: P 11-0084

For Recorder's Office Use Only

DOC # 2011-0339583
08/03/2011 01:18P Fee:30.00
Page 1 of 6

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 2nd day of May 2011, by Sterling – Riverside 2, L.P., a Delaware Limited Partnership whose general partner is UCRIV 2, Inc. (“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 a 216 unit student housing apartment complex.

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 P 11-0084 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 1208W

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 P 11-0084, 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.



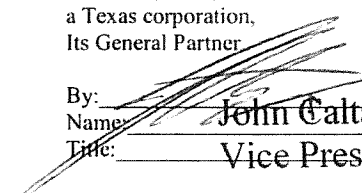
6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing 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.


STERLING – RIVERSIDE 2, L.P.,
a Delaware limited partnership


BY: UCRIV 2, INC.,
a Texas corporation,
Its General Partner

By: 
Name: John Caltagirone
Title: Vice President

APPROVED AS TO FORM:

APPROVED AS TO CONTENT


Name: Rina M. Gonzales
Deputy City Attorney


Name: Kevin Marstall
Public Works Department:

C/A 1208W



2011-0339583
08/03/2011 01 18P
3 of 6

STATE OF Texas)

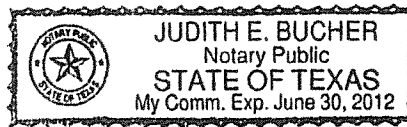
COUNTY OF Harris)

On May 4, 2011, before me, Judith E Bucher, Notary Public, personally appeared John CANTAGIRONE, VICE PRESIDENT, 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Judith E Bucher (SEAL)
Notary Public Signature



2011-0339583
08/03/2011 01:18P
4 of 6

C/A1208W

EXHIBIT 'A' - LEGAL DESCRIPTION
PARCEL MERGER NO. P10-0508

PARCEL "A"

PORTIONS OF LOT 29 AND THE WEST HALF OF LOT 20 OF EAST RIVERSIDE LAND COMPANY SUBDIVISION, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 44 OF MAPS, SAN BERNARDINO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MASSACHUSETTS AVENUE AND THE EASTERLY LINE OF THE WESTERLY HALF OF SAID LOT 20, SAID EASTERLY LINE ALSO BEING THE WESTERLY LINE OF TRACT NO. 10071-1 AS SHOWN ON MAP FILED IN BOOK 128 PAGES 45 THROUGH 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING THE MOST NORTHEASTERLY CORNER OF PARCEL 1 OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN DEED TO STERLING-RIVERSIDE 2, L.P., BY DOCUMENT RECORDED APRIL 28, 2011 AS INSTRUMENT NO. 2011-0186699, OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE, SOUTHERLY ALONG SAID EASTERLY LINE, SOUTH 00°01'16" EAST 630.09 FEET TO THE NORTHERLY LINE OF SAID LOT 29, SAID NORTHERLY LINE ALSO BEING THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL 2 AS DESCRIBED IN SAID DOCUMENT RECORDED APRIL 28, 2011; THENCE, WESTERLY ALONG SAID NORTHERLY LINE, SOUTH 89°59'29" WEST 11.18 FEET TO AN ANGLE POINT, SAID ANGLE POINT BEING 331.23 FEET DISTANT FROM THE NORTHEASTERLY CORNER OF SAID LOT 29, AS MEASURED ALONG SAID NORTHERLY LINE; THENCE, SOUTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL 2, PARALLEL WITH THE EASTERLY LINE OF SAID LOT 29, SOUTH 00°02'01" EAST 619.09 FEET TO A LINE PARALLEL WITH AND 10.00 FEET NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF BLAINE STREET AS SHOWN ON SAID MAP OF TRACT NO. 10071-1; THENCE, WESTERLY ALONG SAID PARALLEL LINE, SOUTH 89°59'28" WEST 274.14 FEET TO AN ANGLE POINT; THENCE, NORTH 47°23'40" WEST 33.97 FEET TO A LINE PARALLEL WITH AND 10.00 FEET EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF IOWA AVENUE AS SHOWN ON SAID MAP OF TRACT NO. 10071-1; THENCE, NORTHERLY ALONG SAID PARALLEL LINE, NORTH 00°00'30" WEST 1056.19 FEET TO THE NORTHERLY LINE OF PARCEL 3 AS DESCRIBED IN SAID DOCUMENT RECORDED APRIL 28, 2011; THENCE, EASTERLY ALONG SAID NORTHERLY LINE, NORTH 89°59'30" EAST 240.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 3; THENCE, NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 2, PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE OF IOWA AVENUE, NORTH 00°00'30" WEST 160.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF MASSACHUSETTS AVENUE; THENCE, EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°59'30" EAST 69.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 7.78 ACRES, MORE OR LESS

SEE 'EXHIBIT B' ATTACHED HERETO AND BY THIS REFERENCE, MADE A PART THEREOF.

DESCRIPTION ORIGINAL

BY: K. Strand 07/05/2011
DATE

FOR MARK S. BROWN
COUNTY CLERK

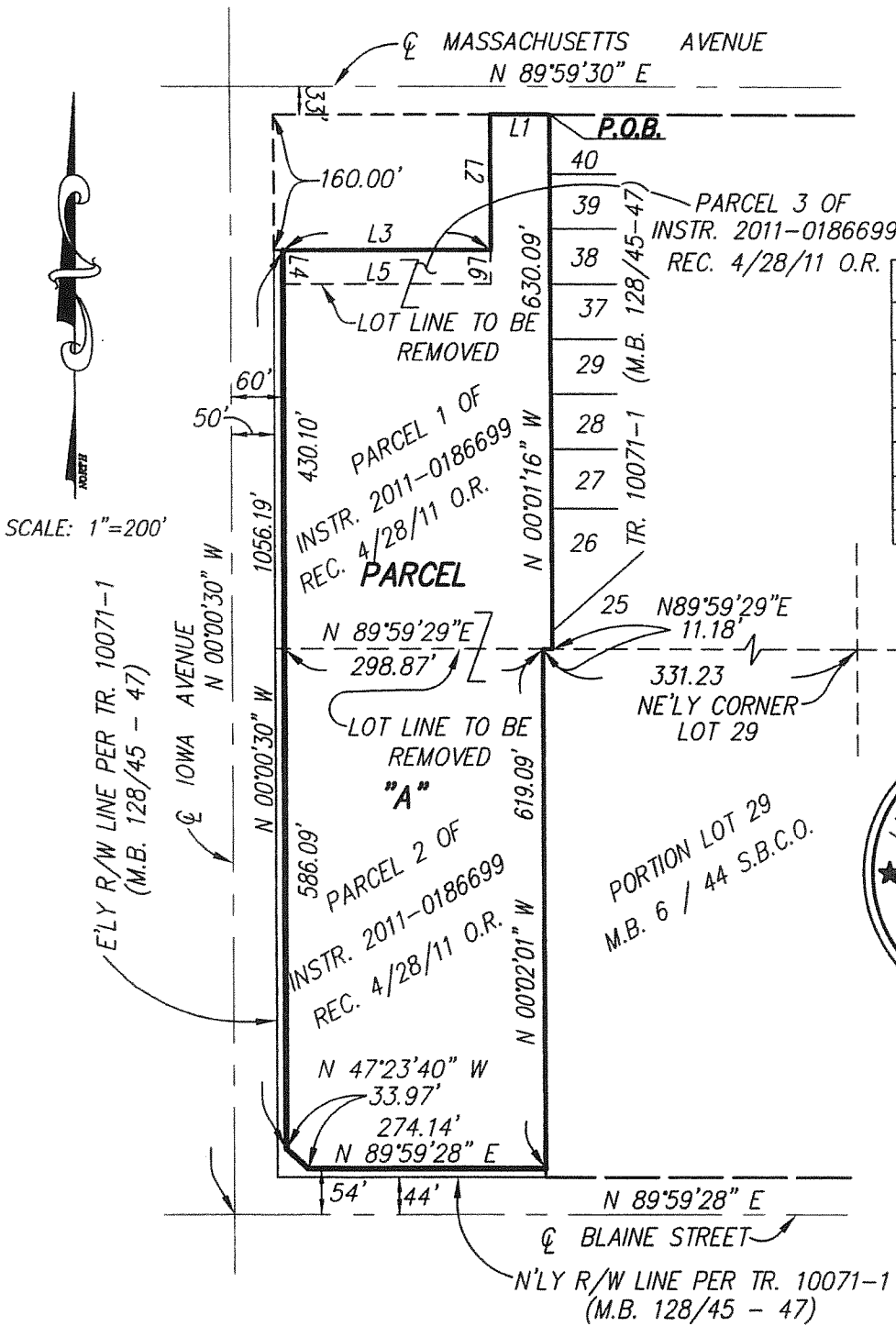


EXHIBIT PREPARED BY: MERIDIAN LAND SERVICES, INC.
ADDRESS: PO BOX 1165 WILDOMAR, CA 92595
PHONE NUMBER: 951.440.4377

Michael A. Medofer
MICHAEL A. MEDOFER
L.S. 7385 7/18/2011
EXP. 12/31/11 CIAZ08PW



EXHIBIT 'B' - MAP PARCEL MERGER NO. P10-0508



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'30"E	69.91'
L2	N00°00'30"W	160.00'
L3	N89°59'30"E	240.00'
L4	N00°00'30"W	40.00'
L5	N89°59'30"E	240.00'
L6	N00°00'30"W	40.00'



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 ADDRESS: PO BOX 1165 WILDOMAR, CA 92595
 PHONE NUMBER: 951.440.4377

Michael A. Medofer
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 L.S. 7385
 EXP. 12/31/11
 7/18/2011
 C/A1208W

