

2016-0275684

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Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



WHEN RECORDED MAIL TO:

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

Planning Case: P13-0903 & P13-0904

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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 11th day of May, 2016, by Parkview Community Hospital Medical Center ("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 the expansion of Parkview Community Hospital Medical Center's Emergency Department.

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 P13-0903 & P13-0904, 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

C/A-1250W

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 P13-0903 & P13-0904, 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 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 to be executed as of the day and year first written above.

Parkview Community Hospital Medical Center

By: _____

Name: Patricia Lohr


Title: CFO

By: _____

Name:

Title:

APPROVED AS TO FORM:



Name: Ruthann Elder
Deputy City Attorney

APPROVED AS TO CONTENT



Name: Mark Steur
Public Works Department:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF Riverside }ss

On May 11, 2016, before me Tina Rosson, Notary Public
Name and Title of Officer

personally appeared Patricia Lepe
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.
Tina Rosson
NOTARY SIGNATURE



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____ }
COUNTY OF _____ }ss

On _____, before me _____
Name and Title of Officer

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY SIGNATURE

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 2: (PORTION OF APN: 193-221-016)

THOSE PORTIONS OF LOTS 12 AND 13 IN BLOCK 13 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 72 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF THE NORTHWESTERLY 1/2 OF SAID LOT 13, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIVERSIDE, AS PARCEL 2, BY DEED RECORDED DECEMBER 30, 1957 AS INSTRUMENT NO. 91783, OFFICIAL RECORDS; THENCE NORTH 56°00'00" EAST, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL 2, A DISTANCE OF 4.00 FEET TO THE MOST EASTERLY CORNER THEREOF; THENCE NORTH 34°00'00" WEST, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL 2, A DISTANCE OF 43.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIVERSIDE, BY DEED RECORDED MARCH 1, 1963 AS INSTRUMENT NO. 21140, OFFICIAL RECORDS; THENCE COURSE (1) CONTINUING NORTH 34°00'00" WEST, ALONG SAID NORTHEASTERLY BOUNDARY LINE OF THE PARCEL CONVEYED TO THE CITY OF RIVERSIDE, AS PARCEL 2, BY SAID DEED RECORDED DECEMBER 30, 1957 AS INSTRUMENT NO. 91783, OFFICIAL RECORDS, A DISTANCE OF 153.85 FEET TO A POINT THEREIN; THENCE COURSE (2) AT A RIGHT ANGLE, NORTH 56°00'00" EAST, A DISTANCE OF 236.24 FEET; THENCE COURSE (3) AT A RIGHT ANGLE, NORTH 34°00'00" WEST, A DISTANCE OF 125.00 FEET; THENCE COURSE (4) AT A RIGHT ANGLE, NORTH 56°00'00" EAST, A DISTANCE OF 120.00 FEET; THENCE COURSE (5) AT A RIGHT ANGLE, NORTH 34°00'00" WEST, A DISTANCE OF 100.00 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 91.53 FEET OF SAID LOT 12; THENCE COURSE (6) AT A RIGHT ANGLE SOUTH 56°00'00" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 68.06 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DALE A. CURTIS, ET UX, BY DEED RECORDED JUNE 3, 1964 AS INSTRUMENT NO. 67587, OFFICIAL RECORDS AND TO LELAND J. HANSEN, ET UX, BY DEED RECORDED JUNE 3, 1964 AS INSTRUMENT NO. 67586, OFFICIAL RECORDS; THENCE COURSE (7) AT A RIGHT ANGLE, NORTH 34°00'00" WEST, ALONG THE NORTHEASTERLY LINE OF THE PARCEL CONVEYED TO CURTIS AND HANSEN, AS AFORESAID, A DISTANCE OF 286.12 FEET TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE OF PARCEL 2, AS SHOWN BY MAP ON FILE IN BOOK 36, PAGE 18 OF RECORD OF SURVEYS, RIVERSIDE COUNTY RECORDS; THENCE COURSE (8) NORTH 56°00'00" EAST, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL 2, AND ALONG THE SOUTHEASTERLY BOUNDARY LINE OF PARCEL 3, OF SAID RECORD OF SURVEY, A DISTANCE OF 335.06 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 3; SAID POINT BEING THE SOUTHWESTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIVERSIDE, AS PARCEL 3, BY SAID DEED RECORDED DECEMBER 30, 1957 AS INSTRUMENT NO. 91783, OFFICIAL RECORDS; THENCE COURSE (9) SOUTH 34°00'00" EAST, ALONG THE SOUTHWESTERLY BOUNDARY LINE OF PARCEL 3, SO CONVEYED TO THE CITY OF RIVERSIDE, A DISTANCE OF 674.97 FEET TO AN ANGLE POINT THEREIN; THENCE COURSE (10) AT A RIGHT ANGLE, SOUTH 56°00'00" WEST, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL 3, CONVEYED TO THE CITY OF RIVERSIDE, AS AFORESAID, AND ALONG THE SOUTHEASTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND VACATED BY RESOLUTION NO. 8343 OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED AUGUST 28, 1958 AS INSTRUMENT NO. 62399, OFFICIAL RECORDS, AND ALONG THE NORTHWESTERLY BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF RIVERSIDE, BY DEED RECORDED JULY 24, 1958 AS INSTRUMENT NO. 53276, OFFICIAL RECORDS, A DISTANCE OF 613.24 FEET TO

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THE MOST EASTERLY CORNER OF SAID PARCEL CONVEYED TO THE CITY OF RIVERSIDE, BY DEED RECORDED MARCH 1, 1963 AS INSTRUMENT NO. 21140, OFFICIAL RECORDS; THENCE COURSE (11) NORTH 79°00'00" WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID LAST MENTIONED PARCEL CONVEYED TO THE CITY OF RIVERSIDE, A DISTANCE OF 14.14 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2A: (PORTION OF APN: 193-221-016)

THOSE PORTIONS OF LOTS 12 AND 13 IN BLOCK 13 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP ON-FILE IN BOOK 1, PAGE 72 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

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DESCRIPTION APPROVAL:

 6/11/16

CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR

C/A-1250W