

WHEN RECORDED MAIL TO:

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

Planning Case: P13-0725

DOC # 2015-0155406

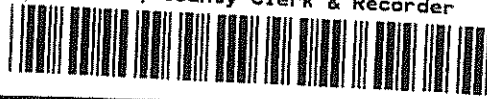
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Recorded in Official Records  
County of Riverside

Peter Aldana

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 8<sup>th</sup> day of July, 2014, by FH II, LLC, a California limited liability company, doing business as Frontier Communities, ("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 Mission Square Project described as : Parcel 1: APN 227-041-002-6, Parcel 2: APN 227-041-001-5, Parcel 3: APN 227-041-020-2, Parcel 4: APN 227-041-003-7, Parcel 5: APN 227-041-004-8, Parcel 6: APN 227-041-006-0, and Parcel 7 :APN 227-041-021-3

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 P13-0725, 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,

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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 P13-0725, 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.


FH II, LLC, a California limited liability company  
doing business as Frontier Communities

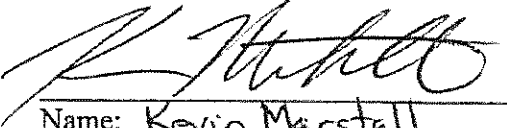
  
Name: Rich Munkvold  
Title: Chief Financial Officer

\_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

  
Name: KRISHI J. SMITH  
Deputy City Attorney

  
Name: Kevin Marstall  
Public Works Department:



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ACKNOWLEDGMENT

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.

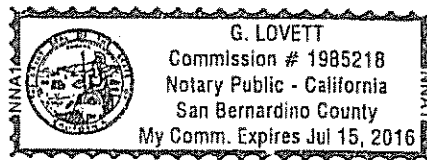
STATE OF California )  
COUNTY OF San Bernardino

On December 2, 2014, before me, G. Lovett, Notary Public, personally appeared Richard Munkvold, 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.

G. Lovett (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)



**EXHIBIT "A"**

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL 1: (APN: 227-041-002-6)

THAT PORTION OF LOT 12 IN BLOCK 6 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATION COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE(S) 70 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, WHICH BEARS SOUTH 34° 00' EAST, 75.91 FEET FROM THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 34° 00' EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 131.82 FEET; THENCE NORTH 56° 00' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 660.90 FEET TO A POINT ON THE NORTHEASTERLY LINE THEREOF; THENCE NORTH 34° 00' WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT, 131.82 FEET TO A POINT WHICH BEARS SOUTH 34° 00' EAST, 75.91 FEET FROM THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTH 56° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 660.90 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTHEASTERLY 24 FEET AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 6, 1956 IN BOOK 1967 PAGE(S) 81 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 13 PAGE 47 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2: (APN: 227-041-001-5)

THAT PORTION OF LOT 12 IN BLOCK 6 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATION 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 12 WHICH BEARS SOUTH 34° 00' EAST, 10 FEET FROM THE WESTERLY CORNER OF SAID LOT 12;

THENCE CONTINUING SOUTH 34° 00' EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 65.91 FEET;

THENCE NORTH 56° 00' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 660.9 FEET TO THE NORTHEASTERLY ONE OF SAID LOT 12;

THENCE NORTH 34° 00' WEST, ON THE NORTHEASTERLY ONE OF SAID LOT 65.91 FEET TO A POINT WHICH BEARS SOUTH 34° 00' EAST 10 FEET FROM THE NORTHERLY CORNER OF SAID LOT 12;

THENCE SOUTH 56° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 660.9 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTHEASTERLY 24 FEET AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 6, 1956 IN BOOK 1967, PAGE 81 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



PARCEL 3: (APN: 227-041-020-2)

PARCEL A:

THE NORTHWEST 10 FEET OF LOT 12 IN BLOCK 6 OF THE LANDS OF RIVERSIDE LAND AND IRRIGATION COMPANY, AS SHOWN BY MAP RECORDED IN BOOK 1 PAGE 70 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; SAID NORTHWEST 10 FEET BEING MEASURED AT RIGHT ANGLES 10 FEET SOUTHEAST FROM THE NORTHWEST LINE OF SAID LOT 12;

EXCEPTING THEREFROM THE NORTHEAST 24 FEET AS MEASURED AT RIGHT ANGLES, 24 FEET SOUTHWEST FROM THE NORTHEAST LINE OF SAID LOT 12;

ALSO EXCEPTING THEREFROM THE SOUTHWEST 4 FEET AS MEASURED AT RIGHT ANGLES 4 FEET NORTHEAST FROM THE SOUTHWEST LINE OF SAID LOT 12.

PARCEL B:

THE SOUTHEAST 10 FEET OF LOT 5 IN BLOCK 6 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATION COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 70 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; SAID SOUTHEAST 10 FEET BEGIN MEASURED AT RIGHT ANGLES 10 FEET NORTHWEST FROM THE SOUTHEAST LINE OF SAID LOT 5;

EXCEPTING THEREFROM THE NORTHEAST 24 FEET AS MEASURED AT RIGHT ANGLES 24 FEET SOUTHWEST FROM THE NORTHEAST LINE OF SAID LOT 5.

ALSO EXCEPTING THEREFROM THE SOUTHWEST 4 FEET AS MEASURED AT RIGHT ANGLES 4 FEET NORTHEAST FROM THE SOUTHWEST LINE OF SAID LOT 5.

PARCEL 4: (APN: 227-041-003-7)

THAT PORTION OF THE NORTHWESTERLY 5 ACRES OF LOT 12 IN BLOCK 6 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATION COMPANY, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE(S) 70, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, WHICH BEARS SOUTH 34° 00' EAST, 75.91 FEET FROM THE MOST WESTERLY CORNER THEREOF;

THENCE SOUTH 34° 00' EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 131.82 FEET;

THENCE NORTH 56° 00' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 660.90 FEET TO A POINT ON THE NORTHEASTERLY LINE THEREOF;

THENCE NORTH 34° 00' WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT, 131.82 FEET TO A POINT WHICH BEARS SOUTH 34° 00' EAST, 75.91 FEET FROM THE MOST NORTHERLY CORNER THEREOF;

THENCE SOUTH 56° 00' WEST AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, 660.90 FEET TO THE POINT OF BEGINNING;



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EXCEPTING THEREFROM THE NORTHEASTERLY 24 FEET AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 6, 1956, IN BOOK 1967, PAGE(S) 85, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5: (APN: 227-041-004-8)

THAT PORTION OF LOT 12 IN BLOCK 6 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATION 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 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 12 WHICH BEARS NORTH 34° 00' WEST, A DISTANCE OF 259.44 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 12; THENCE NORTH 34° 00' WEST ON THE SOUTHWESTERLY LINE OF SAID LOT 12, A DISTANCE OF 65.91 FEET; THENCE NORTH 56° 00' EAST AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 12, A DISTANCE OF 660.9 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 12; THENCE SOUTH 34° 00' EAST, ON THE NORTHEASTERLY LINE OF SAID LOT 12, A DISTANCE OF 65.91 FEET; THENCE SOUTH 56° 00' WEST, AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 12, A DISTANCE OF 660.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF RIVERSIDE BY DOCUMENT RECORDED SEPTEMBER 6, 1956, IN BOOK 1967, PAGE 69, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING ALL WATER AND WATER RIGHTS, DEEDED TO THE CITY OF RIVERSIDE BY DEEDS RECORDED JANUARY 19, 1973 AS INSTRUMENT NO. 8621 AND AUGUST 13, 1982, AS INSTRUMENT NO. 82-140066, BOTH OF OFFICIAL RECORDS.

PARCEL 6: (APN: 227-041-006-0)

ALL THAT PORTION OF LOT 12 IN BLOCK 6 OF LANDS OF RIVERSIDE LAND AND IRRIGATING COMPANY, AS SHOWN BY MAP RECORDED IN BOOK 1 PAGE 70 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, WHICH BEARS NORTH 34 ° 00' WEST, 127.62 FEET FROM THE MOST SOUTHERLY CORNER THEREOF; THENCE CONTINUING NORTH 34 ° 00' WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 65.91 FEET; THENCE NORTH 56 ° 00' EAST AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 660.9 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT, 65.91 FEET;

THENCE SOUTH 56 ° 00' WEST AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT, 660.9 FEET TO THE POINT OF BEGINNING. SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 13 PAGE 47 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE NORTHEASTERLY 24 FEET AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 6, 1956, IN BOOK 1967, PAGE(S) 77, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 7: (APN: 227-041-021-3)

THAT PORTION OF LOT 12 IN BLOCK 6 OF THE LAND OF THE RIVERSIDE LAND AND IRRIGATING COMPANY AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 70 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:



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BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 12 WHICH BEARS NORTH 34° 00' WEST A DISTANCE OF 193.53 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 12;

THENCE NORTH 34° 00' WEST ON THE SOUTHWESTERLY LINE OF LOT 12 A DISTANCE OF 65.91 FEET;

THENCE NORTH 56° 00' EAST AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 12 A DISTANCE OF 660.9 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 12;

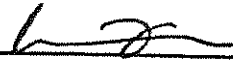
THENCE SOUTH 34° 00' EAST ON THE NORTHEASTERLY LINE OF SAID LOT 12 A DISTANCE OF 65.91 FEET;

THENCE SOUTH 56° 11' WEST AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 12 A DISTANCE OF 660.9 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 24 FEET CONVEYED TO THE CITY OF RIVERSIDE FOR STORM DRAIN PURPOSES.

ALSO EXCEPT THAT PORTION GRANTED TO THE CITY OF RIVERSIDE BY DEED RECORDED JUNE 21, 1989 AS INSTRUMENT NO. 204784 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL:

BY:  8/13/14  
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519  
CITY SURVEYOR



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