

Recording Requested By:
Stewart Title of California

WHEN RECORDED MAIL TO:

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

Planning Cases: P14-0530

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MARY #880

For Recorder's Office Use Only

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 3RD day of JULY, 2015, by La Sierra & Pierce Associates, LLC
("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
construction of a new commercial shopping center on the parcel located at the Northeast corner
of La Sierra Avenue and Pierce Street in the City of Riverside.

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 P14-0530 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-1305 W

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 P14-0530 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 heirs, 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.

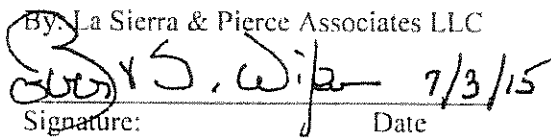
5. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Parcel thereof and shall inure to the benefit of all owners of the Parcels thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each Parcel, their successors and assigns in interest.

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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.

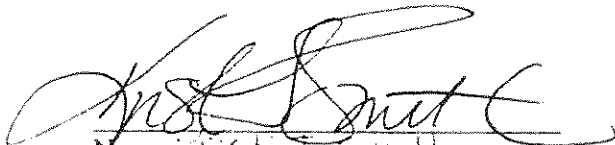
By: La Sierra & Pierce Associates LLC

Signature: _____ Date: 7/3/15

Robert S. Wilson *Managing Member*
Name: _____ Title: _____

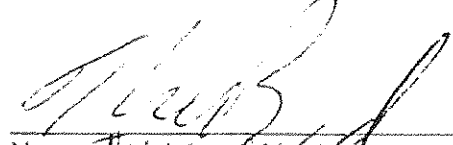
Signature: _____ Date: _____

Name: _____ Title: _____

APPROVED AS TO FORM:


Name: Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT:


Name: Thomas Boyd
Public Works Department

C/A-1305W

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 Los Angeles

On 7/6/2015 before me, Tatiana Arellano, Notary Public, a Notary Public, personally appeared Robert S. Wilson

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.

Signature [Handwritten Signature]

Name: Tatiana Arellano
(typed or printed)



(Area reserved for official notarial seal)

C/A-1305 W

Exhibit A

C/A-1305W

EXHIBIT "A"
LEGAL DESCRIPTION

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

PARCEL 1

That portion of Parcel "A" of City of Riverside Certificate of Compliance for lot line adjustment No. LL-P14-0653, recorded August 19, 2014 as document no. 2014-0313317, official records of Riverside County, California, being more particularly described as follows:

Beginning at the most southerly corner of said Parcel A;

Thence North 26° 44' 26" West along the southwesterly line of said Parcel "A" a distance of 194.99 feet to an angle point in said southwesterly line;

Thence South 61° 17' 34" West along said southwesterly line, a distance of 16.22 feet;

Thence North 26° 44' 26" West a distance of 53.81 feet;

Thence South 63° 15' 34" West a distance of 16.67 feet;

Thence North 26° 44' 26" West a distance of 62.95 feet;

Thence North 63° 14' 53" East a distance of 260.75 feet to a point on the westerly right-of-way of La Sierra Avenue as described in a Grant of Easement recorded May 24, 2010, as Document No. 2010-0238427 of Official Records of Riverside County, California, also being the northeasterly line of said Parcel "A";

The following eight (8) courses being along the northeasterly and southeasterly line of said Parcel "A";

Thence South 29° 30' 54" East along said westerly right-of-way of La Sierra Avenue a distance of 19.97 feet to the beginning of a tangent curve, concave to the Southwest, having a radius of 235.78 feet,

Thence Southeasterly along said curve, to the right, through a central angle of 09° 13' 47", having a radius of 235.78 feet, an arc length of 37.98 feet;

Thence South 20° 17' 07" East a distance of 41.03 feet to the beginning of a tangent curve, concave to the Northeast, having a radius of 260.00 feet;

Thence Southeasterly along said curve, to the left through a central angle of 09° 13' 47", an arc length of 41.88 feet;

Thence South 29° 30' 54" East continuing along said westerly right-of-way a distance of 144.98 feet;

Thence South 22° 45' 09" West a distance of 29.08 feet;

Thence South 61° 17' 34" West a distance of 177.67;

The preceding seven (7) courses are hereinafter referred to as "Course A";

Thence continuing South 61° 17' 34" West a distance of 29.02 feet to the TRUE POINT OF BEGINNING;

Subject to the Waiver and Relinquishment of all rights of Ingress and Egress to and from Pierce Street and La Sierra Avenue over and across the line hereinabove referred to as course "A". This Waiver and Relinquishment shall be binding upon the undersigned and upon the heirs, successors and assigns of the undersigned all of whom shall not permit ingress or egress from said streets to said real property over and across said course "A"

Contains 1.655 acres, more or less.

PARCEL 2

That portion of Parcels "A","C" and all of Parcel "D" of City of Riverside Certificate of Compliance for Lot Line Adjustment No. LL-P14-0653 recorded August 19, 2014 as document no. 2014-0313317, Official Records of Riverside County, California, being more particularly described as follows:

Commencing at the most southerly corner of said Parcel "A";

Thence North 26° 44' 26" West along the southwesterly line of said Parcel "A" a distance of 194.99 feet to an angle point in said southwesterly line;

Thence South 61° 17' 34" West along said southwesterly line, a distance of 16.22 feet to the TRUE POINT OF BEGINNING;

Thence North 26° 44' 26" West a distance of 53.81 feet;

Thence South 63° 15' 34" West a distance of 16.67 feet;

Thence North 26° 44' 26" West a distance of 62.95 feet;

Thence North 63° 14' 53" East a distance of 260.75 feet to a point on the westerly right-of-way of La Sierra Avenue as described in a Grant of Easement recorded May 24, 2010, as Document No. 2010-0238427 of Official Records of Riverside County, California, also being the Northeasterly line of said Parcel "A";

The following three (3) courses being along the northeasterly line of said Parcels "A", "D" and "C";

Thence North 29° 30' 54" West along said westerly right-of-way a distance of 33.41 feet;

Thence North 24° 42' 21" West a distance of 54.51 feet;

Thence North 26° 24' 42" West a distance of 181.82 feet to a point distant 166.06 feet Southeasterly from the most northerly corner of Parcel "B" of said Certificate of Compliance No. LL-P14-0653;

Thence South 63° 15' 34" West a distance of 144.67 feet;

Thence North 26° 44' 26" West a distance of 35.54 feet;

Thence South 63° 14' 11" West a distance of 96.77 feet;

Thence North 26° 44' 26" West a distance of 119.50 feet;

Thence South 63° 15' 34" West a distance of 27.83 feet;

Thence North 26° 44' 26" West a distance of 25.48 feet to the northwesterly line of said Parcel "A";

Thence South 62° 42' 49" West along said northwesterly line, a distance of 47.91 feet to the most Westerly corner of said Parcel "A";

Thence South 26° 44' 26" East along the southwesterly line of said Parcel "A" a distance of 568.96 feet to an angle point therein;

Thence North 61° 17' 34" East along said southwesterly line, a distance of 71.78 feet to the TRUE POINT OF BEGINNING.

Contains 2.504 acres, more or less.

PARCEL 3

That portion of Parcels "A" and "C" and all of Parcel "B" of City of Riverside Certificate of Compliance for Lot Line Adjustment No. LL-P14-0653, recorded August 19, 2014 as document no. 2014-0313317, official records of Riverside County, California, being more particularly described as follows:

Beginning at the most northerly corner of said Parcel "B";

Thence South 26° 24' 42" East along the northeasterly line of said Parcel "B", a distance of 166.06 feet;

Thence South 63° 15' 34" West a distance of 144.67 feet;

Thence North 26° 44' 26" West a distance of 35.54 feet;

Thence South 63° 14' 11" West a distance of 96.77 feet;

Thence North 26° 44' 26" West a distance of 119.50 feet;

Thence South 63° 15' 34" West a distance of 27.83 feet;

Thence North 26° 44' 26" West a distance of 25.48 feet to the northwesterly line of said Parcel "A";

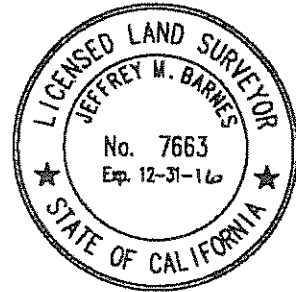
Thence North 62° 42' 49" East along said northwesterly line, and the northwesterly line of said Parcel "B" a distance of 157.33 feet to an Angle point in the northwesterly line of said Parcel "B";

Thence South 26° 24' 42" East continuing along last said northwesterly line a distance of 17.00 feet to an angle point therein;

Thence North 62° 42' 49" East continuing along previously said northwesterly line a distance of 113.00 feet to the TRUE POINT OF BEGINNING.

Contains 0.904 acres, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

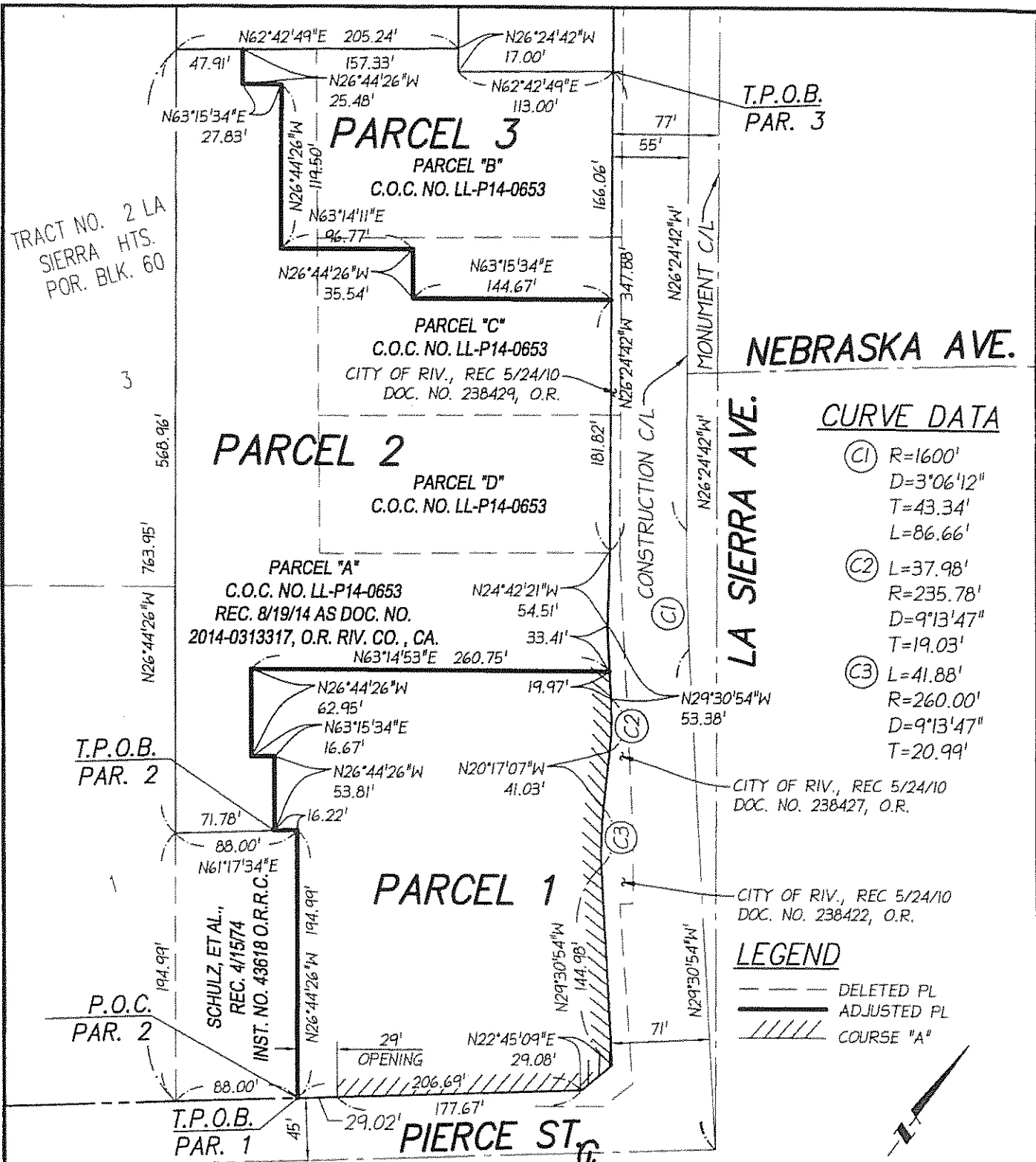


Jeffrey M. Barnes 6/18/2016
Jeffrey M. Barnes, PLS 7663, Exp. 12-31-16 Date

DESCRIPTION APPROVAL:

BY: [Signature] 6/18/15
DATE

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

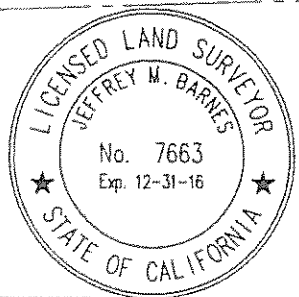
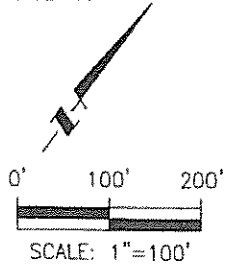


CURVE DATA

- (C1) R=1600'
D=3°06'12"
T=43.34'
L=86.66'
- (C2) L=37.98'
R=235.78'
D=9°13'47"
T=19.03'
- (C3) L=41.88'
R=260.00'
D=9°13'47"
T=20.99'

LEGEND

- - - DELETED PL
- ADJUSTED PL
- //// COURSE "A"



THIS EXHIBIT WAS PREPARED UNDER MY DIRECTION:

Jeffrey M. Barnes 6/18/2016

JEFFREY M. BARNES, PLS 7663 DATE

LOT LINE ADJUSTMENT
CERTIFICATE OF COMPLIANCE
NO. LL-P15-0240

PSOMAS
1500 IOWA AVENUE, SUITE 210
RIVERSIDE, CA 92507
(951) 787-8421 WWW.PSOMAS.COM

SHEET 1 OF 1
DRAFTED: JC
CHECKED: JMB
DATE: 06/18/2015
JOB NO.: 4MCK010200

C/A-1305 W