

2015-0515835

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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: P 13 - 0324

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1550

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 29th day of October, 2015, by Metro Gateway 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 Exhibits "A" and "B", which is attached hereto and incorporated within by reference.

B. Declarant has applied to the City of Riverside ("City") for the Construction of 187 units' apartment buildings

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 13-0324, 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

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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 13-0324, 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.

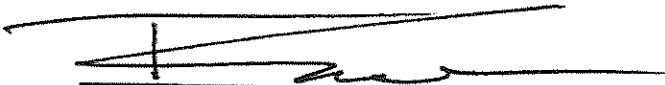
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6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of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


Metro Gateway LLC



Name: Timothy Kane
Title: President


Name:
Title:

APPROVED AS TO FORM:



Name: Kristin J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT:



Name: Jeff Hart
Public Works Department

C/A-1315 W

EXHIBIT "A"

PARCEL 1: (APN: 138-030-029)

THAT PORTION OF LOT 14 IN BLOCK 39 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY AS SHOWN BY MAP ON THE FILE IN BOOK 1 OF MAPS, PAGE 72 THEREOF, RECORDS OF SAN BERNARDINO COUNTY CALIFORNIA, TOGETHER WITH THAT PORTION OF INDIANA AVENUE VACATED BY RESOLUTION NO. 18628 RECORDED JANUARY 13, 1995 AS INSTRUMENT NO. 11406, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO TOGETHER WITH THAT PORTION OF THE VALLEY VIEW FARMS AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, PAGE 58, THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE INTERSECTION OF THE NORTHEAST LINE OF SAID LOT 14 AND THE NORTHWEST RIGHT-OF-WAY LINE OF INDIANA AVENUE PER DEED RECORDED OCTOBER 30, 1987 AS INSTRUMENT NO. 314036, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 56° 21' 41" WEST ALONG SAID NORTHWEST RIGHT-OF-WAY LINE (44 FOOT HALF-WIDTH), A DISTANCE OF 124.76 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 56° 21' 41" WEST A DISTANCE OF 219.57 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THAT PORTION OF INDIANA AVENUE VACATED BY SAID RESOLUTION NO. 18628;

THENCE NORTH 24° 33' 34" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 11.39 FEET TO THE NORTHWEST RIGHT-OF-WAY LINE OF INDIANA AVENUE (50 FOOT HALF-WIDTH) AS SHOWN BY DEED RECORDED MAY 18, 1995 AS INSTRUMENT NO. 160342, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE, SOUTH 56° 21' 41" WEST ALONG SAID LAST RIGHT-OF-WAY LINE, A DISTANCE OF 268.32 FEET;

THENCE, NORTH 79° 43' 10" WEST A DISTANCE OF 40.77 FEET;

THENCE, NORTH 33° 38' 19" WEST A DISTANCE OF 152.44 FEET;


THENCE, NORTH 20° 02' 24" EAST A DISTANCE OF 23.58 FEET;

THENCE, NORTH 56° 21' 41" EAST A DISTANCE OF 479.00 FEET;

THENCE SOUTH 66° 22' 28" EAST A DISTANCE OF 17.73 FEET;

THENCE SOUTH 33° 38' 13" EAST A DISTANCE OF 185.77 FEET TO THE TRUE POINT OF BEGINNING.


DESCRIPTION APPROVAL:


 CURTIS C. STEPHENS, L.S. 7519 DATE 10/29/15
 CITY SURVEYOR

CIA-1315W



Prepared by HILLWIG-GOODROW, INC.:
31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

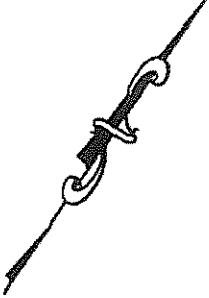

 ALAN C. HILLWIG, PLS 5137 DATE 9/15/2015
 LICENSE EXPIRES: 6-30-17

SCALE: 1" = 100'

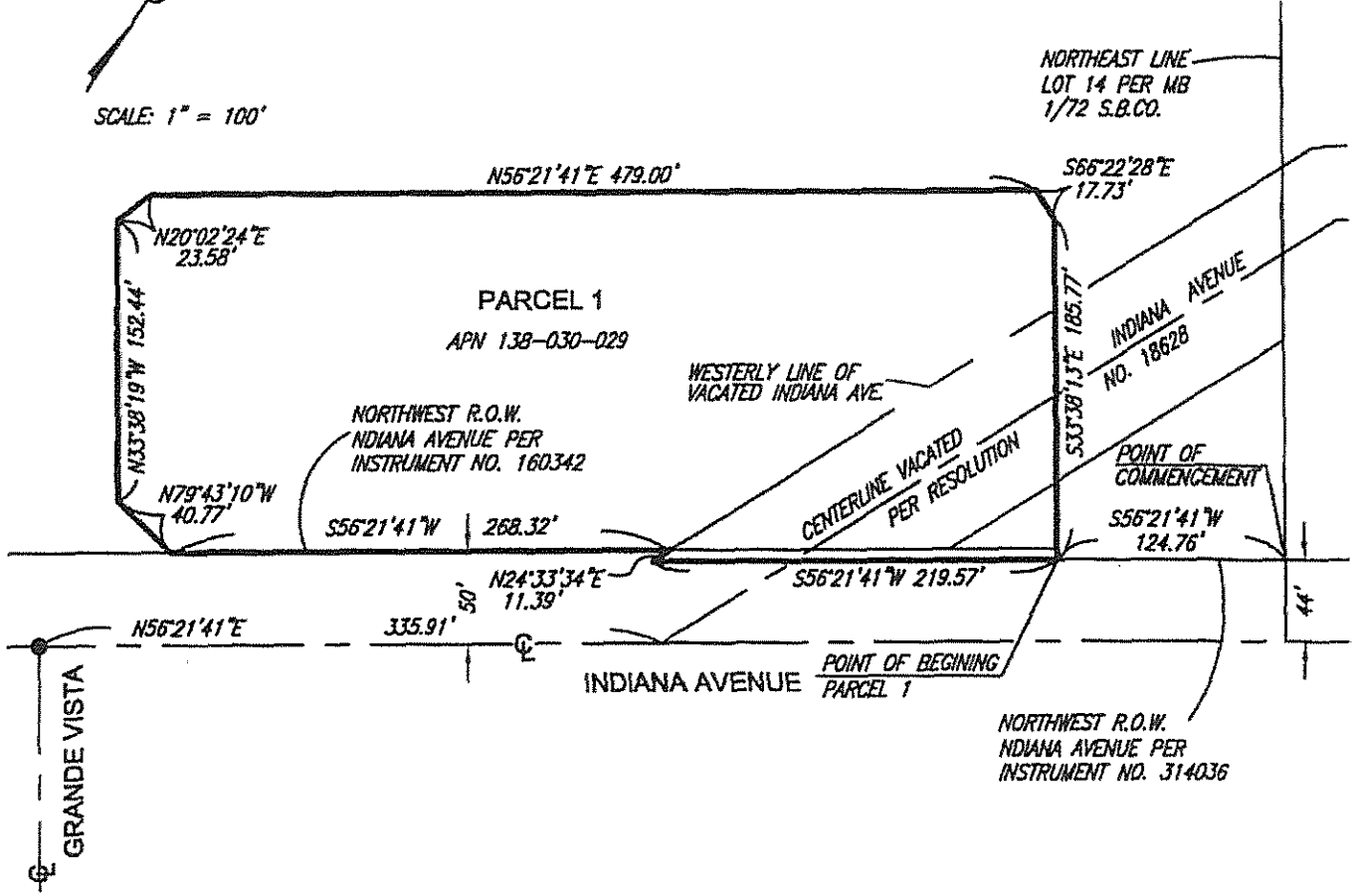
FILE NO.: 228-120

DATE: SEPTEMBER 2015

SHEET 1 OF 1



SCALE: 1" = 100'



Prepared by HILLWIG-GOODROW, INC.:
 31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

Alan C. Hillwig
 ALAN C. HILLWIG, PLS 5137
 LICENSE EXPIRES: 6-30-17

9/15/2015
 DATE

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SCALE: 1" = 100'
 FILE NO.: 228-120
 DATE: SEPTEMBER 2015
 SHEET 1 OF 1

EXHIBIT "B"

PARCEL 2: (APN:138-030-030)

THAT PORTION OF LOT 13 IN BLOCK 39 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY AS SHOWN BY MAP ON FILE IN BOOK 1 OF MAPS, PAGE 72 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEAST LINE OF LOT 14 IN SAID BLOCK 39 AND THE NORTHWEST RIGHT-OF-WAY LINE OF INDIANA AVENUE PER DEED RECORDED OCTOBER 30, 1987 AS INSTRUMENT NO. 314036, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 56° 21' 41" WEST ALONG SAID NORTHWEST RIGHT-OF-WAY LINE (44 FOOT HALF-WIDTH), A DISTANCE OF 344.34 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THAT PORTION OF INDIANA AVENUE VACATED BY RESOLUTION NO. 18628 RECORDED JANUARY 13, 1995 AS INSTRUMENT NO. 11406, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,

THENCE NORTH 24° 33' 34" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 11.39 FEET TO THE NORTHWEST RIGHT-OF-WAY LINE OF INDIANA AVENUE (50 FOOT HALF-WIDTH) AS SHOWN BY DEED RECORDED MAY 18, 1995 AS INSTRUMENT NO. 160342, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 56° 21' 41" WEST ALONG SAID LAST RIGHT-OF-WAY LINE, A DISTANCE OF 408.24 TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 56° 21' 41" WEST ALONG SAID LAST RIGHT-OF-WAY LINE, A DISTANCE OF 270.69 FEET;

THENCE SOUTH 33° 38' 19" EAST A DISTANCE OF 10.00 FEET TO THE NORTHWEST RIGHT-OF-WAY LINE OF INDIANA AVENUE (40 FOOT HALF-WIDTH);

THENCE SOUTH 56° 21' 41" WEST ALONG SAID LAST RIGHT-OF-WAY LINE A DISTANCE OF 88.10 FEET;

THENCE NORTH 33° 38' 19" WEST A DISTANCE OF 278.76 FEET;

THENCE NORTH 67° 52' 51" EAST A DISTANCE OF 373.25 FEET;

THENCE SOUTH 72° 52' 44" EAST A DISTANCE OF 27.88 FEET;

THENCE SOUTH 33° 38' 19" EAST A DISTANCE OF 147.07 FEET;

THENCE SOUTH 10° 14' 58" WEST A DISTANCE OF 35.45 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIPTION APPROVAL:

Curtis C. Stephens 10/29/15
CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR



Prepared by HILLWIG-GOODROW, INC.:
31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

Alan C. Hillwig
ALAN C. HILLWIG, PLS 5137
LICENSE EXPIRES: 6-30-17

9/15/2015
DATE

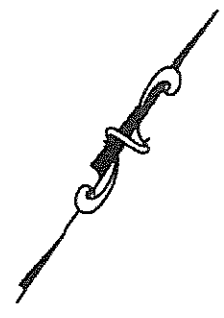
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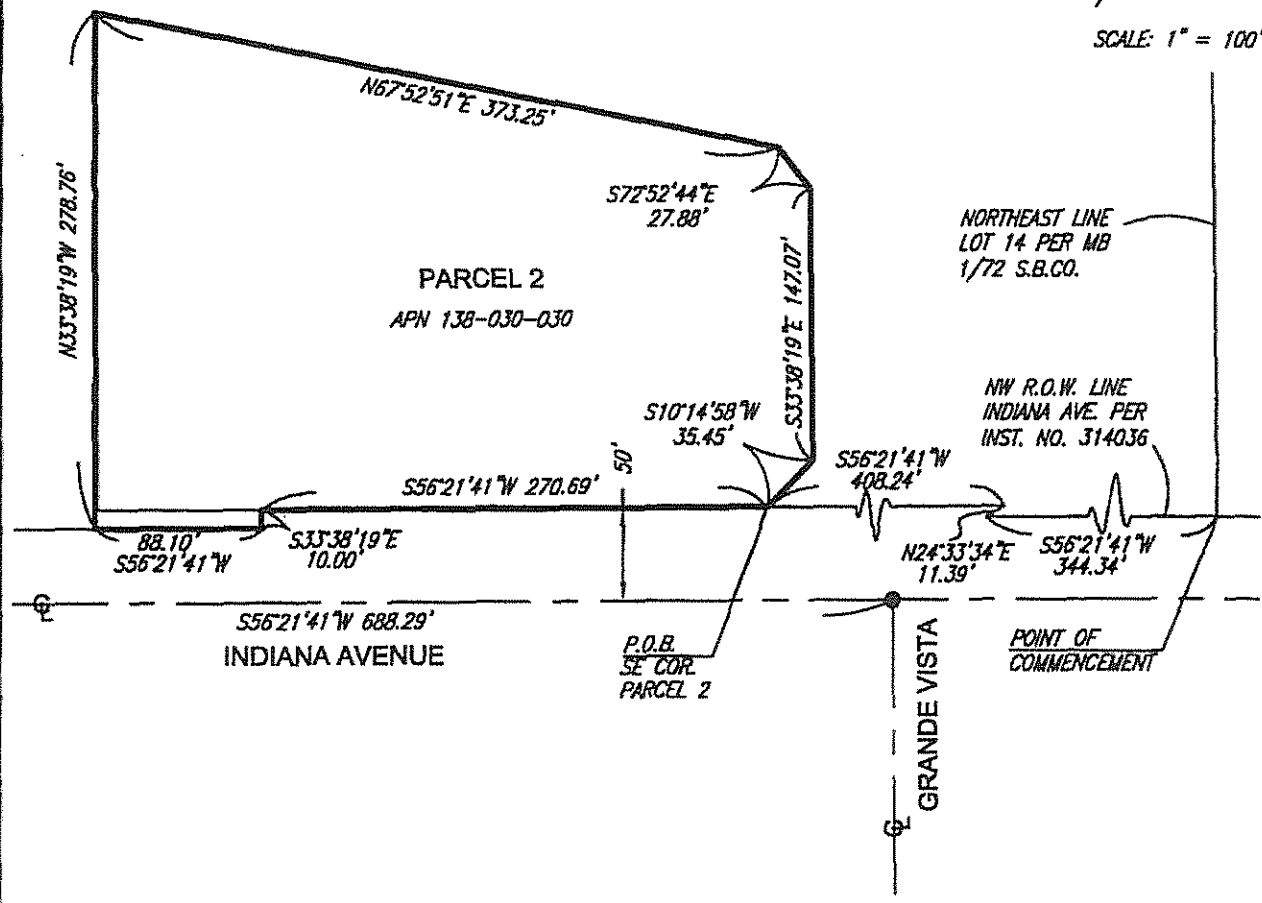
DATE: SEPTEMBER 2015

SHEET 1 OF 1

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SCALE: 1" = 100'



Prepared by HILLWIG-GOODROW, INC.:
 31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

Alan C. Hillwig 9/15/2015
 ALAN C. HILLWIG, PLS 5137 DATE
 LICENSE EXPIRES: 6-30-17

CIA-1315 W

SCALE:	1" = 100'
FILE NO.:	228-120
DATE:	SEPTEMBER 2015
SHEET	1 OF 1

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 Orange

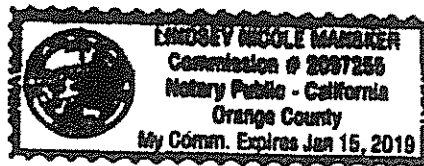
On October 29, 2015, before me, Lindsey Nicole Mansker, a

notary public, personally appeared Timothy Kane, 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.

Lindsey Nicole Mansker (SEAL)
Signature



✓

C/A-1315 W



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Lindsey Nicole Mansker

Commission #: 2097255

Place of Execution: Irvine, California, County of Orange

Date Commission Expires: January 15, 2019

Date: 11-24-2015

Signature: Lindsey Nicole Mansker

Print Name: Lindsey Nicole Mansker