

WHEN RECORDED MAIL TO:

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

Planning Case: P13-0968

2016-0026506

01/25/2016 11:32 AM Fee: \$ 30.00

Page 1 of 6

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



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Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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SIZE	NCOR	SMF	NCHG	T: Per Customer not for benefit of City					

(4260)

**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 28 day of December, 2015, by Mr. Oscar Etemadian ("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 Construction of a new Arco Gas Station located at the Northeast corner of La Sierra Avenue and Indiana Avenue 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 P13-0968, 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

CIA-1322W

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 P13-0968, 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.

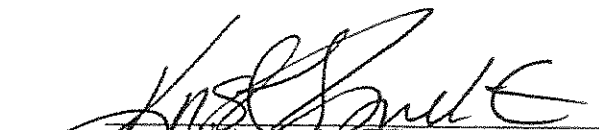
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

Mr. Oscar Etemadian



Name: OSCAR ETEMADIAN
Title: MANAGING MEMBER

Name:
Title:

APPROVED AS TO FORM:


Name: KRISTI J. SMITH
Deputy City Attorney

APPROVED AS TO CONTENT


Name: MARK STEUER
Public Works Department:

C/A-1322W

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.

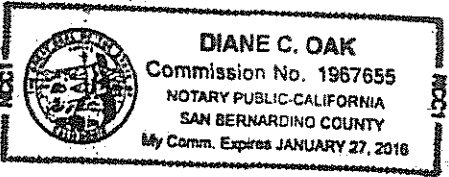
State of California
 County of SAN BERNARDINO

On December 28, 2015, before me, DIANE C OAK, a
 notary public, personally appeared OSCAR ETEMADIAN, 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.

Diane C Oak (SEAL)
 Signature



C/A-1322 W

**EXHIBIT A
LEGAL DESCRIPTION**

W.Q.M.P. Parcel

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 most Southerly corner of said Lot 13;

Thence North 55° 58' 56" East along the northwesterly right-of-way of Indiana Avenue, as shown on said Map, a distance of 74.49 feet;

Thence North 34° 01' 04" West a distance of 20.50 feet to a point in a line parallel with and distant northwesterly 60.50 feet, measured at right angles, from the centerline of Indiana Avenue and the TRUE POINT OF BEGINNING. Said point also being the most southerly point of the certain parcel vacated per Riverside City Council Resolution 22801 recorded June 2, 2015 as Instrument No. 2015-0229783, Official Records of Riverside County;

Thence North 55° 58' 56" East, along said parallel line, a distance of 118.37 feet;

Thence North 66° 17' 13" East a distance of 29.53 feet to a point on the Northeast line of that certain parcel conveyed to Riverside Holdings, LLC per deed recorded October 30, 2015 as Instrument No. 2015-0477497, Official Records of said County;

Thence North 34° 01' 04" West along the northeast line of said deed, a distance of 263.54 feet, more or less, to the most northerly corner of said deed;

Thence South 67° 29' 36" West along the northwest line of said deed a distance of 146.15 feet, more or less, to the most westerly corner of said deed. Said point also being the most northerly corner of said Resolution;

Thence South 60° 08' 27" West a distance of 26.90 feet

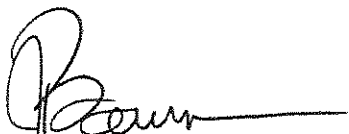
Thence South 29° 51' 33" East a distance of 27.03 feet to a point in a line parallel with and distant northeasterly 90.00 feet, measured at right angles, from the centerline of La Sierra Avenue;

Thence South 34° 02' 00" East along said parallel line, a distance of 237.94 feet;

Thence South 79° 01' 32" East a distance of 34.64 feet the TRUE POINT OF BEGINNING

Contains 1.082 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, PLS 7663, Exp. 12-31-16 12/21/2015 Date

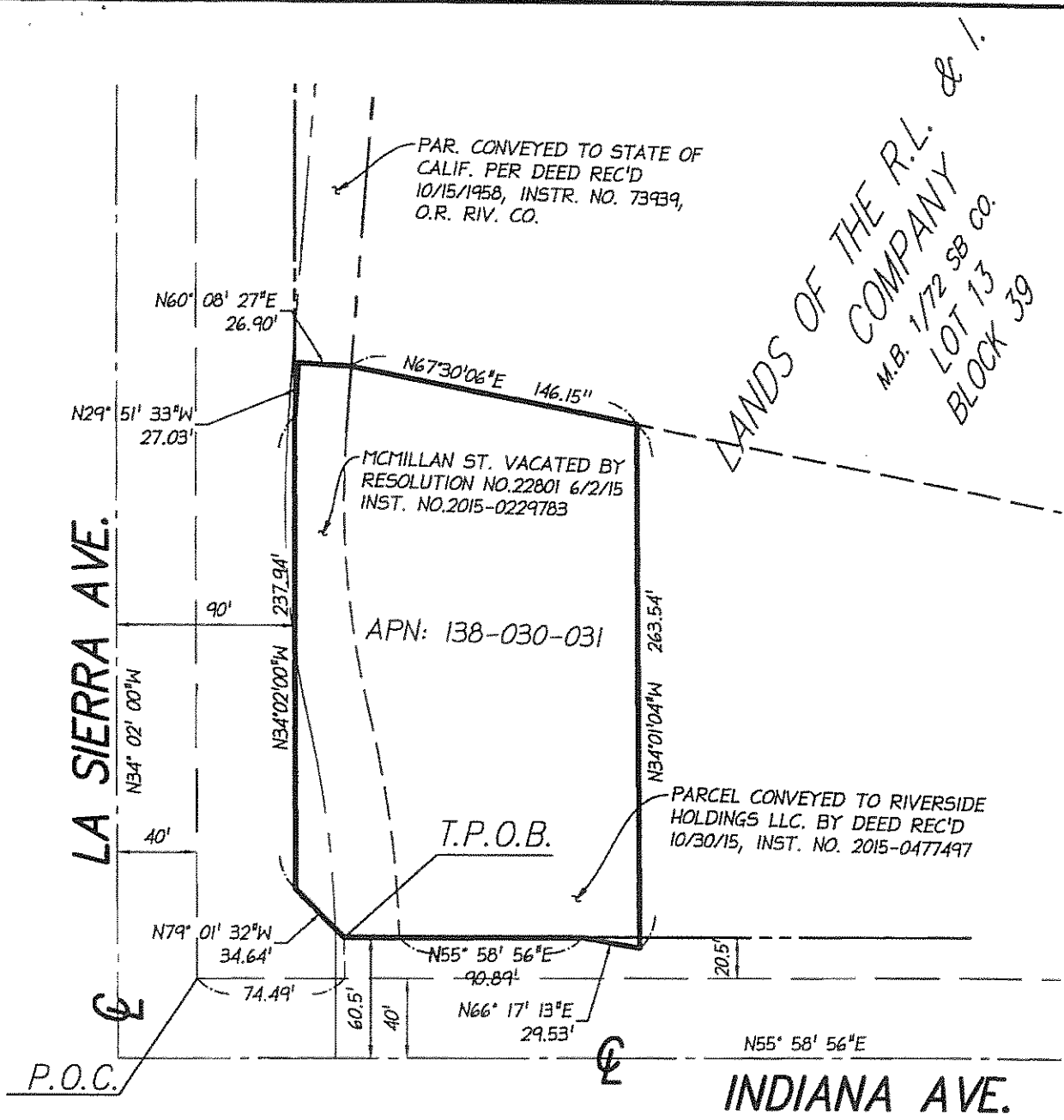


DESCRIPTION APPROVAL:



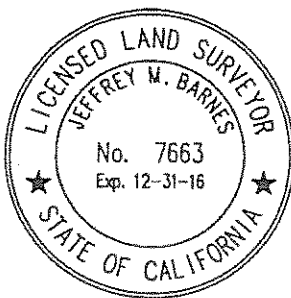
CURTIS C. STEPHENS, L.S. 7519 11/5/16 DATE
CITY SURVEYOR

CIA-1322W



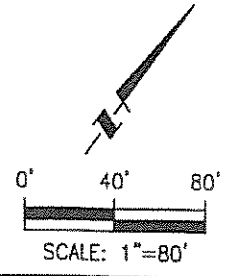
LEGEND

- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING



THIS EXHIBIT WAS PREPARED UNDER MY DIRECTION:

Jeffrey M. Barnes 12/21/2015
 JEFFREY M. BARNES, PLS 7663 DATE



WQMP PARCEL
 PORTION OF LOT 13 BLOCK 39
 RIVERSIDE LAND AND IRRIGATING
 COMPANY M.B.1/72 S.B.CO.

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

SHEET 1 OF 1
DRAFTED: BS
CHECKED: JMB
DATE: 11/16/2015
JOB NO.: 454.002