

2016-0303286

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Page 1 of 7

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: P14-0183

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4650

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 30 day of June, 2016, by Centerpointe At Market LP  
("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 Design Review Case Number P14-0183 on the parcel located at APN 213-021-001, 2, 3, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15.

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 P14-0183, 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-1343 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 P14-0183, 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.


CIA-1343 W

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. Charlie Zhang

  
Name: Centerpointe At Market LP  
Title: Manger

Name:  
Title:

APPROVED AS TO FORM

  
Name: Ruthann Elcior  
Deputy City Attorney

APPROVED AS TO CONTENT

  
Name: Mark Steuer  
Public Works Department:

C/A-1343 W

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

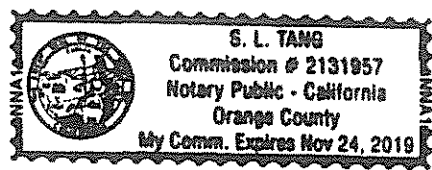
On June 30, 2016, before me, S. L. Tang, a

notary public, personally appeared Charles Zhang, 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] (SEAL)  
Signature



C/A-1343W

**EXHIBIT A  
LEGAL DESCRIPTION**

**WQMP Parcel**

**PARCEL 1**

Block 1, Range 8 of the C.C. Miller Re-Subdivision of Town of Riverside, as shown by map on file in Book 4 of Maps, page 39 thereof, Records of San Bernardino County, California, together with that portion of the Lower Canal No. 2 of Riverside Water Company, as shown by said Map, and Lot 37 of Bonnie Brae Tract, as shown on Map on file in Book 2, page 25 of Maps, Records of Riverside County, California, being more particularly described as follows:

Beginning at the most southerly corner of said Block 1, Range 8;

Thence North  $60^{\circ} 57' 34''$  West a distance of 332.38 feet along the northerly right-of-way of Second Street as shown on said C.C. Miller Re-Subdivision and by map on file in Book 435 of Maps, pages 35 and 36 thereof, Records of Riverside County, California; to a point of intersection with the easterly right-of-way of Fairmount Boulevard (formerly Almond Street) as shown on Bonnie Brae Tract;

Thence North  $28^{\circ} 55' 09''$  East a distance of 330.82 feet along said last easterly right-of-way as shown on said Bonnie Brae Tract to a point of intersection with the southwesterly right-of-way of First Street as shown on Bonnie Brae Tract;

Thence South  $60^{\circ} 55' 03''$  East a distance of 333.03 feet along said last southwesterly right-of-way to a point of intersection with the westerly right-of-way of Market Street as shown on said C.C. Miller Re-Subdivision;

Thence South  $29^{\circ} 01' 53''$  West, a distance of 330.58 feet, along the northwesterly right-of-way of Market Street, as shown on said C.C. Miller Re-Subdivision, to the POINT OF BEGINNING;

Excepting therefrom Parcels A through D, inclusive, described herein.

**PARCEL A**

That portion of Lot 7 of Block 1, Range 8 of the C.C. Miller Re-Subdivision of Town of Riverside as shown by map on file in Book 4 of Maps, page 39 thereof, Records of San Bernardino County California, being more particularly described as follows:

Beginning at the most southerly corner of said Lot 7;

Thence North  $60^{\circ} 57' 34''$  West along the Northerly right-of-way line of Second Street as shown on said C.C. Miller Re-Subdivision, a distance of 9.84 feet;

Thence North  $74^{\circ} 05' 19''$  East, a distance of 13.90 feet to a point on the northwesterly right-of-way line of Market Street as shown on said C.C. Miller Re-Subdivision;

Thence South  $29^{\circ} 01' 53''$  West, along said northwesterly right-of-way, a distance of 9.82 feet to the TRUE POINT OF BEGINNING;

Contains 48.28 square feet, more or less.

**PARCEL B**

That portion of Lot 11, Block 1, Range 8 of the C.C. Miller Re-Subdivision Town of Riverside as shown by map on file in Book 4 of Maps, page 39 thereof, Records of San Bernardino County California, being more particularly described as follows:

Beginning at the most westerly corner of said Lot 11;

C/A-1343W

Thence North 28°55'09" East along the northeasterly right-of-way line of Fairmount Boulevard (formerly Almond Street) as shown on Bonnie Brae Tract on file in Book 2, page 25 of Maps, Records of Riverside County California, a distance of 11.97 feet;

Thence South 16° 01' 13" East, a distance of 16.95 feet to a point on the southwestery right-of-way line of Second Street as shown on said C.C. Miller Re-Subdivision;

Thence North 60° 57' 34" West, along said southwestery right-of-way, a distance of 11.97 feet to the TRUE POINT OF BEGINNING;

Contains 71.70 square feet, more or less.

**PARCEL C**

That portion of Lot 37 of the Bonnie Brae Tract as shown by map on file in Book 2 of Maps, page 25 thereof, Records of Riverside County California, being more particularly described as follows:

Beginning at the most northerly corner of said Lot 37;

Thence South 60°55'03" East, along the southwestery right-of-way line of First Street as shown on said Bonnie Brae Tract, a distance of 12.04 feet;

Thence South 69° 36' 53" West, a distance of 18.47 feet to a point in the southeasterly right-of-way of Fairmount Boulevard (formerly Almond Street) as shown on said Bonnie Brae Tract;

Thence North 28° 55' 09" East, along said southeasterly right-of-way, a distance of 14.03 feet to the TRUE POINT OF BEGINNING;

Contains 84.49 square feet, more or less.

**PARCEL D**

That portion of Lot 1, Block 1, Range 8 of the C.C. Miller Re-Subdivision Town of Riverside as shown by map on file in Book 4 of Maps, page 39 thereof, Records of San Bernardino County California, being more particularly described as follows:

Beginning at the most easterly corner of said Lot 1;

Thence South 29°01'53" West along the Northerly right-of-way line of Market Street as shown on said C.C. Miller Re-Subdivision, a distance of 17.89 feet;

Thence North 15° 53' 59" West, a distance of 25.29 feet to a point on the southwestery right-of-way line of First Street as shown on said C.C. Miller Re-Subdivision;

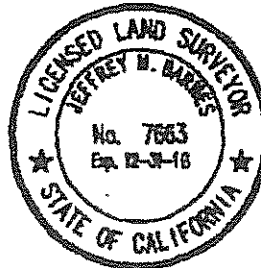
Thence South 60° 55' 03" East, along said southwestery right-of-way, a distance of 17.86 feet to the TRUE POINT OF BEGINNING;


Contains 159.79 square feet, more or less.

Contains 2.526 acres / 110,027 square feet, more or less.

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

 3/29/2016  
Jeffrey M. Barnes, PLS 7663, Exp. 12-31-16 Date



DESCRIPTION APPROVAL:  
BY:  DATE: 3/29/16  
OR: CURTIS C. STEPHENS, L.S. 7518  
CITY SURVEYOR

C/A-1343 W

