

2016-0503766

11/10/2016 12:32 PM Fee: \$ 30.00

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



WHEN RECORDED MAIL TO:

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

Planning Case: P13-0583

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For Recorder's Office Use Only

4250

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 27 day of September, 2016 by Sunrise Riverside, LLC, a Delaware limited liability company ("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 Sycamore Canyon Apartments - 275 Units spread amongst 20 apartment buildings including a clubhouse, fitness center, pool, and a central park area (Design Review/Case No. P13-0583).

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 P13-0583, 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 P13-0583, 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 reasonable 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 thereafter 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 reasonable cost and expense to the Declarant (so long as Declarant owns the Property) 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. Declarant shall have the right to assign its rights, duties and obligations as Declarant to any successor owner of all or a portion of the Property.

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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 of the Parcels of the Property. Should the City or any owner 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.

Sunrise Riverside, LLC



Name: James M. Hinton  
Title: President, Sunrise Riverside, LLC

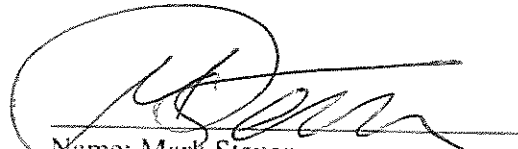
Name:  
Title:

APPROVED AS TO FORM:



Name: Kristi Smith  
Deputy City Attorney

APPROVED AS TO CONTENT



Name: Mark Steuer  
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.

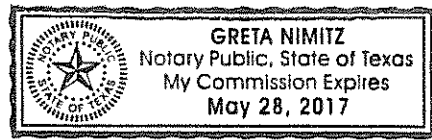
State of ~~California~~ Texas  
County of Harris

On September 27, 2016, before me, Greta Nimitz, a  
notary public, personally appeared James M. Hinton, who proved to  
me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x) on the instrument the person(x), or  
the entity upon behalf of which the person(x) 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.

Greta Nimitz (SEAL)  
Signature



C/A-1367W

EXHIBIT "A"  
LOT MERGER NO. P16-0106  
*W. Q. M. P.*

REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**PARCEL "A"**

PARCEL 5 OF PARCEL MAP NO. 20166 AS SHOWN BY MAP ON FILE IN BOOK 131, PAGES 11 AND 12 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, **TOGETHER** WITH THAT CERTAIN PARCEL DESCRIBED AS PARCEL "B" ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT LL-P14-0441, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS EVIDENCED BY DOCUMENT RECORDED MARCH 3, 2015, AS DOCUMENT NO. 2015-0082670, OFFICIAL RECORDS OF SAID COUNTY.

SUBJECT TO AN EASEMENT AND RIGHT-OF-WAY FOR PUBLIC STREET AND HIGHWAY PURPOSES IN FAVOR OF THE CITY OF RIVERSIDE BY DOCUMENT RECORDED JULY 31, 2007 AS DOCUMENT NO. 2007-0494529, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SUBJECT TO AN EASEMENT AND RIGHT-OF-WAY FOR PUBLIC STREET AND HIGHWAY PURPOSES IN FAVOR OF THE CITY OF RIVERSIDE BY DOCUMENT RECORDED FEBRUARY 25, 2015 AS DOCUMENT NO. 2015-0074283, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SUBJECT TO AN EASEMENT AND RIGHT-OF-WAY FOR PUBLIC STREET AND HIGHWAY PURPOSES IN FAVOR OF THE CITY OF RIVERSIDE BY DOCUMENT RECORDED APRIL 18, 2016 AS DOCUMENT NO. 2016-0152528, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

CONTAINING 10.23 ACRES (445,467 SQ. FT.) GROSS, MORE OR LESS.  
CONTAINING 10.20 ACRES (444,405 SQ. FT.) NET, MORE OR LESS.

PREPARED UNDER THE SUPERVISION OF:

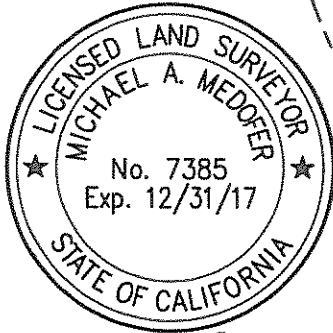
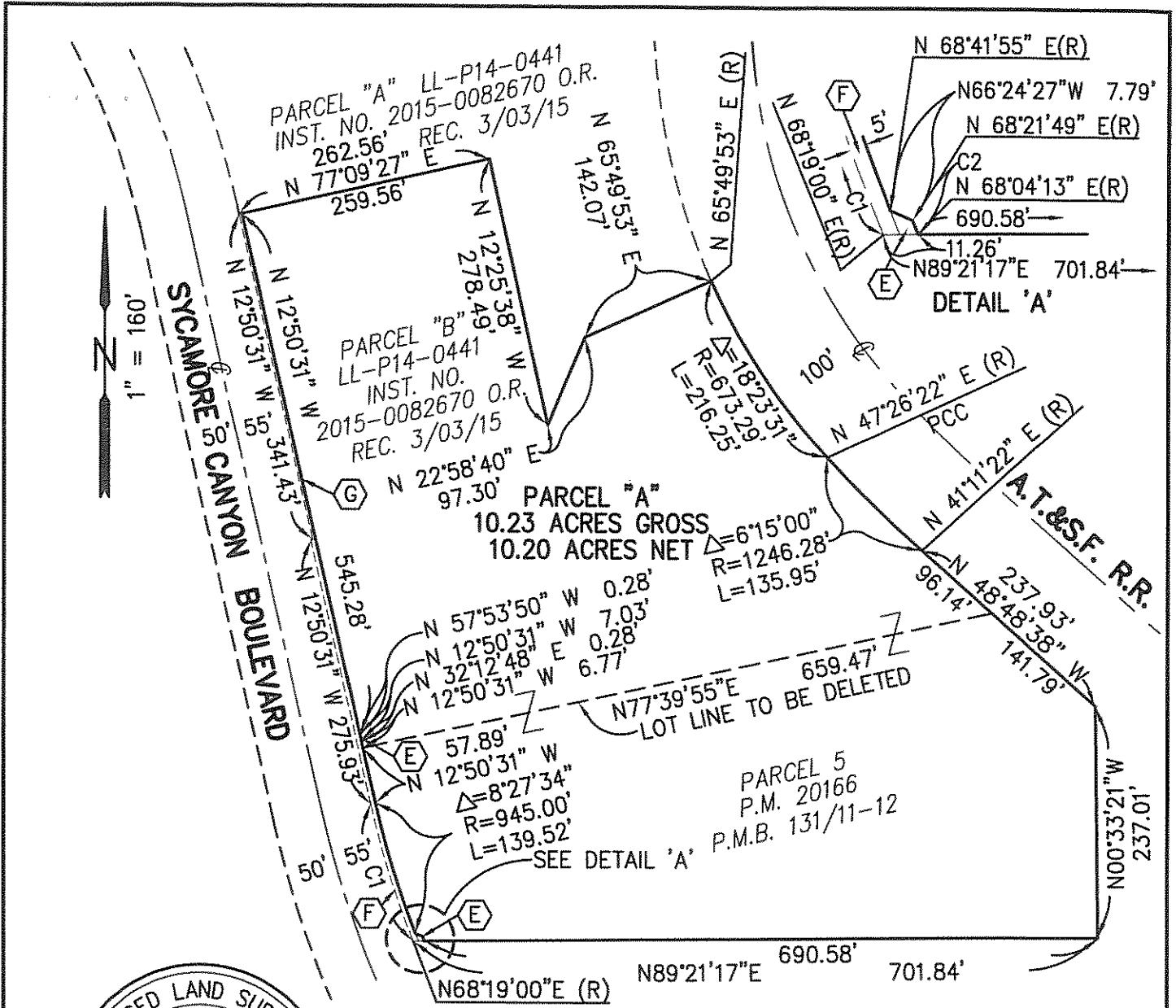
*Michael A. Medofer*      *9/13/2016*  
MICHAEL A. MEDOFER      DATE  
L.S. 7385 EXP. 12/31/17



DESCRIPTION APPROVAL:

BY: *Curtis C. Stephens*      *9/29/16*  
DATE  
FOR: CURTIS C. STEPHENS, L.S. 7519  
CITY SURVEYOR

CIA-1367 W



*Michael A. Medofer* 9/13/2016  
 MICHAEL A. MEDOFER  
 L.S. 7385 EXP. 12/31/17

SECTION 4, T. 3S., R. 4W., S.B.M.



CITY OF RIVERSIDE, CALIFORNIA

C/A-1367W

|   |                          |                      |                              |
|---|--------------------------|----------------------|------------------------------|
| THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN. |                          | SHEET 1 OF 1         | W.O.                         |
| SCALE: 1"=160'  | DRWN BY: MAM<br>CHKD BY: | DATE 9/13/16<br>DATE | SUBJECT: LOT LINE ADJUSTMENT |