

2016-0532552

11/30/2016 02:05 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: PW16-0642

9					R	A	Exam: 380		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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4156

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 22<sup>nd</sup> day of November, 2016, by Robert S. Jones and Lisa A. Jones, Trustees of the Jones Family Trust dated June 1, 2003("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 Single Family Residence at 11033 Victoria Ave (Case No. PW16-0642).

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 PW16-0642, 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 equitable servitudes pursuant to a general plan for the development of the Property

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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 PW16-0642, 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.

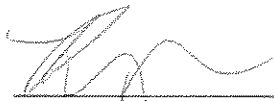
**Robert S. Jones and Lisa A. Jones, Trustees of the Jones Family Trust dated June 1, 2003**


  
Name: Robert S. Jones  
Title: Trustee

  
Name: LISA A. JONES  
Title: TRUSTEE

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

  
Name: Ruthann Elder  
Deputy City Attorney

  
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  
County of Riverside

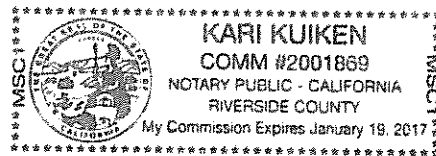
On November 22, 2016, before me, Kari Kuiken, a

notary public, personally appeared Robert S. Jones, 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.

Kari Kuiken (SEAL)  
Signature



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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  
County of Riverside

On November 22, 2010, before me, Kari Kuiken, a

notary public, personally appeared Lisa A. Jones, 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



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**EXHIBIT "A"**  
**W.Q.M.P.**  
**LEGAL DESCRIPTION**

THAT PORTION OF LOTS 3 AND 4 IN BLOCK 17, AND THAT PORTION OF LOT 1 IN BLOCK 16 OF THE LANDS OF MOULTON AND PRAED, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 33 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 4; THENCE SOUTH 34 DEGREES 02' EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, A DISTANCE OF 359.30 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 3; THENCE CONTINUING SOUTH 34 DEGREES 02' EAST ALONG SAID NORTHEASTERLY LINE OF SAID LOT 4, A DISTANCE OF 20.00 FEET TO A POINT THEREON FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 34 DEGREES 02' EAST ALONG SAID NORTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 335.00 FEET; THENCE SOUTH 62 DEGREES 40' EAST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 81 DEGREES 01' 30" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 88 DEGREES 01' 30" EAST, A DISTANCE OF 145.00 FEET; THENCE SOUTH 86 DEGREES 41' 30" EAST, A DISTANCE OF 217.85 FEET TO A POINT ON THE NORTHEASTERLY LINE OF VICTORIA AVENUE, DISTANCE THEREON SOUTH 55 DEGREES 35' WEST 48.20 FEET FROM THE WESTERLY LINE OF CROSS STREET; THE LAST FIVE COURSES AND DISTANCES FOLLOW ALONG THE SOUTHWESTERLY LINE OF THAT PORTION PARCEL OF LAND CONVEYED TO V. W. GRUBBS BY DEED RECORDED IN BOOK 703 PAGE 552 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 55 DEGREES 35' WEST ALONG SAID NORTHWESTERLY LINE OF VICTORIA AVENUE, A DISTANCE OF 555.00 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO T. A. ABRAHAM BY DEED RECORDED IN BOOK 721 PAGE 4 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 34 DEGREES 25' WEST, A DISTANCE OF 180.00 FEET; THENCE NORTH 21 DEGREES 55' WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 86 DEGREES 35' WEST, A DISTANCE OF 78.00 FEET; THENCE NORTH 37 DEGREES 52' 30" WEST, A DISTANCE OF 134.00 FEET; THENCE NORTH 84 DEGREES 34' 30" WEST, A DISTANCE OF 92.00 FEET; THENCE NORTH 51 DEGREES 18' 30" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 56 DEGREES 07' 30" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 73 DEGREES 02' 30" WEST, A DISTANCE OF 1.93 FEET TO AN INTERSECTION WITH A LINE 20.00 FEET SOUTHEASTERLY FROM, MEASURED AT RIGHT ANGLES TO, THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID LOT 3; THE LAST EIGHT COURSES AND DISTANCE FOLLOW ALONG THE NORTHEASTERLY LINE OF THE PARCEL CONVEYED TO ABRAHAM AS AFORESAID; THENCE NORTH 56 DEGREES 10' EAST, A PARALLEL WITH SAID SOUTHWESTERLY PROLONGATION OF SAID NORTHWESTERLY LINE, A DISTANCE OF 294.23 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 4, DISTANT THEREON SOUTH 55 DEGREES 35' WEST, A DISTANCE OF 48.20 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 3; THENCE SOUTH 56 DEGREES 35' WEST ALONG THE SOUTHEAST LINE OF SAID LOT 4, A DISTANCE OF 335.00 FEET TO A POINT THEREON; THENCE AT A RIGHT ANGLE, NORTH 34 DEGREES 25' WEST, A DISTANCE OF 249.19 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF THE PARCEL CONVEYED TO GRUBBS AS AFORESAID; THENCE SOUTH 81 DEGREES 01' 30" EAST, A DISTANCE OF 55.48 FEET; THENCE NORTH 88 DEGREES 01' 30" EAST, A DISTANCE OF 145.00 FEET; THENCE SOUTH 86 DEGREES 41' 30" EAST, A DISTANCE OF 217.85 FEET TO THE POINT OF BEGINNING; THE LAST THREE COURSES AND DISTANCES FOLLOW ALONG THE SOUTHWESTERLY LINE OF THE PARCEL CONVEYED TO GRUBBS AS AFORESAID.

DESCRIPTION APPROVAL:

BY:  11/30/16  
DATE

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

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