

WHEN RECORDED MAIL TO:

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

Planning Case: P15-0702

2016-0554078

12/13/2016 11:42 AM Fee: \$ 30.00  
Page 1 of 6

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



For Recorder's Office Use Only

880

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 November, 2016 by  
LRA RU - Company II, 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 Planning Case  
P15-0702 located at 797 and 799 Palmyrita,

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 P15-0702, 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 for the

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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 P15-0702, 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.

C/A-1374 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.

By: *LBA RV-Company II, LP*  
  
\_\_\_\_\_  
Name: **Steven R. Layton**  
Title: **Authorized Signatory**

\_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Name: **Ruthann Elder**  
Deputy City Attorney

APPROVED AS TO CONTENT  
  
\_\_\_\_\_  
Name: **Mark Steuer**  
Public Works Department:

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.

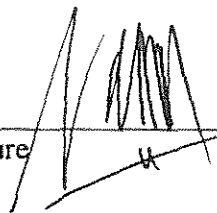
State of California  
County of Orange

On November 28, 2016, before me, Nadia C. Ong, a

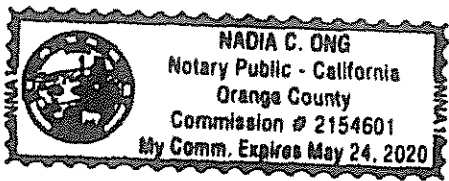
notary public, personally appeared Steven R. Layton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 

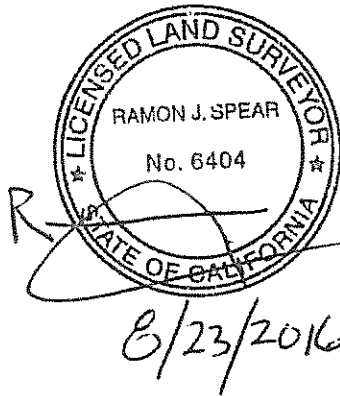
(SEAL)




C/A-1374W

**LEGAL DESCRIPTION**

PARCEL "A" OF LOT LINE ADJUSTMENT NO. 4499 RECORDED OCTOBER 01, 2002 AS DOC. NO. 2002-546911 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN THE CITY OF RIVERSIDE, RIVERSIDE COUNTY, CALIFORNIA.



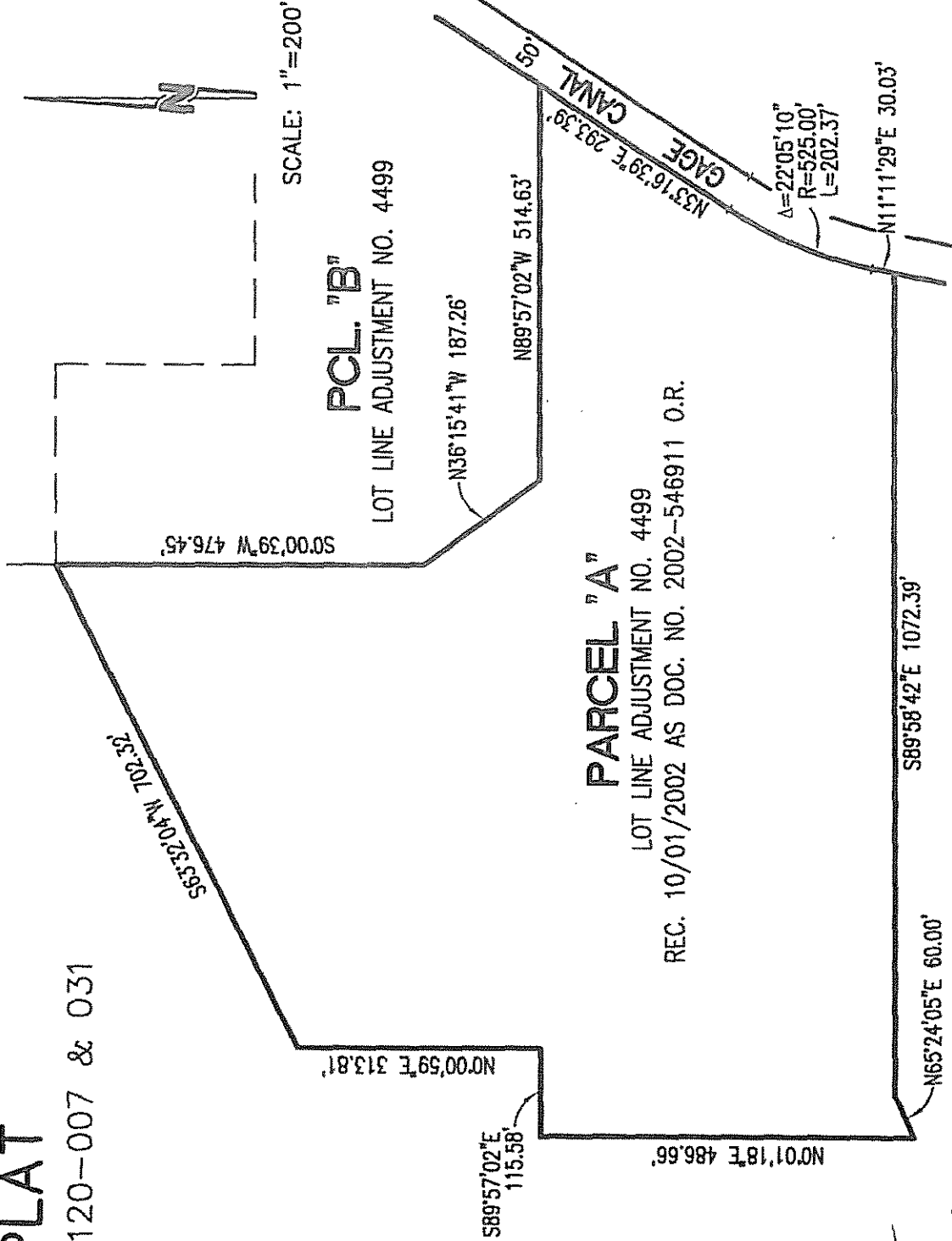
DESCRIPTION APPROVAL:

 12/13/16  
CURTIS C. STEPHENS, L.S. 7519      DATE  
CITY SURVEYOR

C/A-1374W

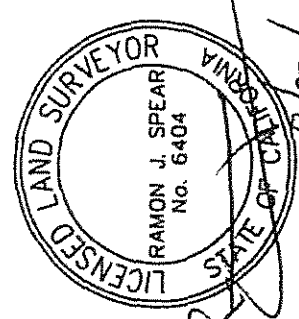
# PLAT

APN 255-120-007 & 031



**PCL. "B"**  
LOT LINE ADJUSTMENT NO. 4499

**PARCEL "A"**  
LOT LINE ADJUSTMENT NO. 4499  
REC. 10/01/2002 AS DOC. NO. 2002-546911 O.R.



**WARE MALCOMB**  
Leading Design for Commercial Real Estate  
10 Edelman, Irvine, California 92618

PREPARED BY:  
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