

2017-0095833

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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: P16-0301

9					R	A	Exam: 782		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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41.50

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 2nd day of March, 2017, by Mohammad Mike Sadeghian and Klara M. Sadeghian ("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 the Magnolia Retail Center located at 9646 and 9670 Magnolia Avenue. PW16-0858

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 P16-0301, 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 P16-0301, 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.


  
Name: ~~Muhammad Mike Sad~~ MOHAMMAD SADEGHIAN  
Title: ~~GVN~~

  
Name: Klara Sadeghian KLARA SADEGHIAN  
Title: GVN

APPROVED AS TO FORM:

  
Name: Ruthann Elder  
Deputy City Attorney

APPROVED AS TO CONTENT

  
Name: Mark Steuer  
Public Works Department:

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 }

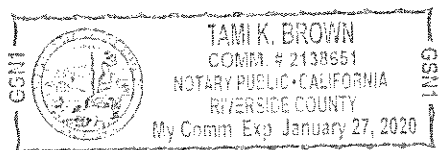
On March 2, 2017 before me, Tami K. Brown, Notary Public  
(Print name and title of the officer)

personally appeared klara M. Sadeghian  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

Tami K. Brown  
Notary Public Signature (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Covenant & Agreement  
(Title or description of attached document)

Agreement  
(Title or description of attached document continued)

Number of Pages      Document Date     

CAPACITY CLAIMED BY THE SIGNER

Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.

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State of California }

County of Riverside }

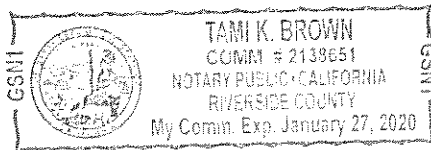
On March 2, 2017 before me, Tami K. Brown Notary Public  
(Here insert name and title of the officer)

personally appeared Mohammad Mike Sadeghian  
 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.

Tami K. Brown  
 Notary Public Signature (Notary Public Seal)



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- Securely attach this document to the signed document with a staple.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**


Address: 9644-9670 Magnolia Avenue  
APN 234-101-064

That certain real property located in the City of Riverside, County of Riverside, State of California,  
described as follows:

Parcel 1 of Certificate of Compliance P14-0747 issued by the City of Riverside and recorded September  
19, 2014 as Document No. 2014-0356425 of Official Records of Riverside County, California.

Area – 0.88 Ac. More or less.

DESCRIPTION APPROVAL:

  
CURTIS C. STEPHENS, L.S. 7519      3/2/17  
CITY SURVEYOR      DATE

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