

Recording Requested By
Fidelity National Title

DOC # 2017-0107159
03/16/2017 10:08 AM Fees: \$36.00
Page 1 of 8
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: P14-0049

**This document was electronically submitted
to the County of Riverside for recording**
Received by: CLAUDIA #061

For Recorder's Office Use Only

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 26th day of January, 2017, by Mission Lofts, LLC ("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 Mission
Lofts Multi-Family Development – 3020 & 3050 Mission Inn Ave (Design Review/Planning
Case No. P14-0049).

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 P14-0049, 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

FIDELITY NATIONAL TITLE INSURANCE
COMPANY HAS RECORDED THIS INSTRUMENT
BY REQUEST AS AN ACCOMMODATION ONLY
AND HAS NOT EXAMINED IT FOR REGULARITY
AND SUFFICIENCY OR AS ITS EFFECT UPON
THE TITLE TO ANY REAL PROPERTY THAT
MAY BE DESCRIBED THEREIN.

C.1A-1388W

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 P14-0049, 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-1388W

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.

Mission Lofts, LLC



Name: Darrin Olson
Title: President

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

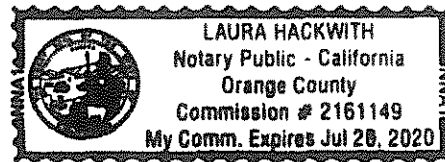
On January 26, 2017, before me, Laura Hackwith, a

notary public, personally appeared Darrin Olson, 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.

Laura Hackwith (SEAL)
Signature



C/A-1322W



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Laura Hackwith

Commission #: 2161149 VENDOR NO: NNA 1

Place of Execution: Orange

Date Commission Expires: Jul 28, 2020

Date: 3/16/17

Signature: [Handwritten Signature]

SPL, INC.

EXHIBIT "A"
W.Q.M.P.

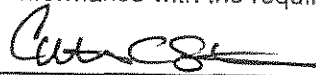
APN: 211-121-002,-020, -024, -032 & -034,
211-122-004 & -022

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

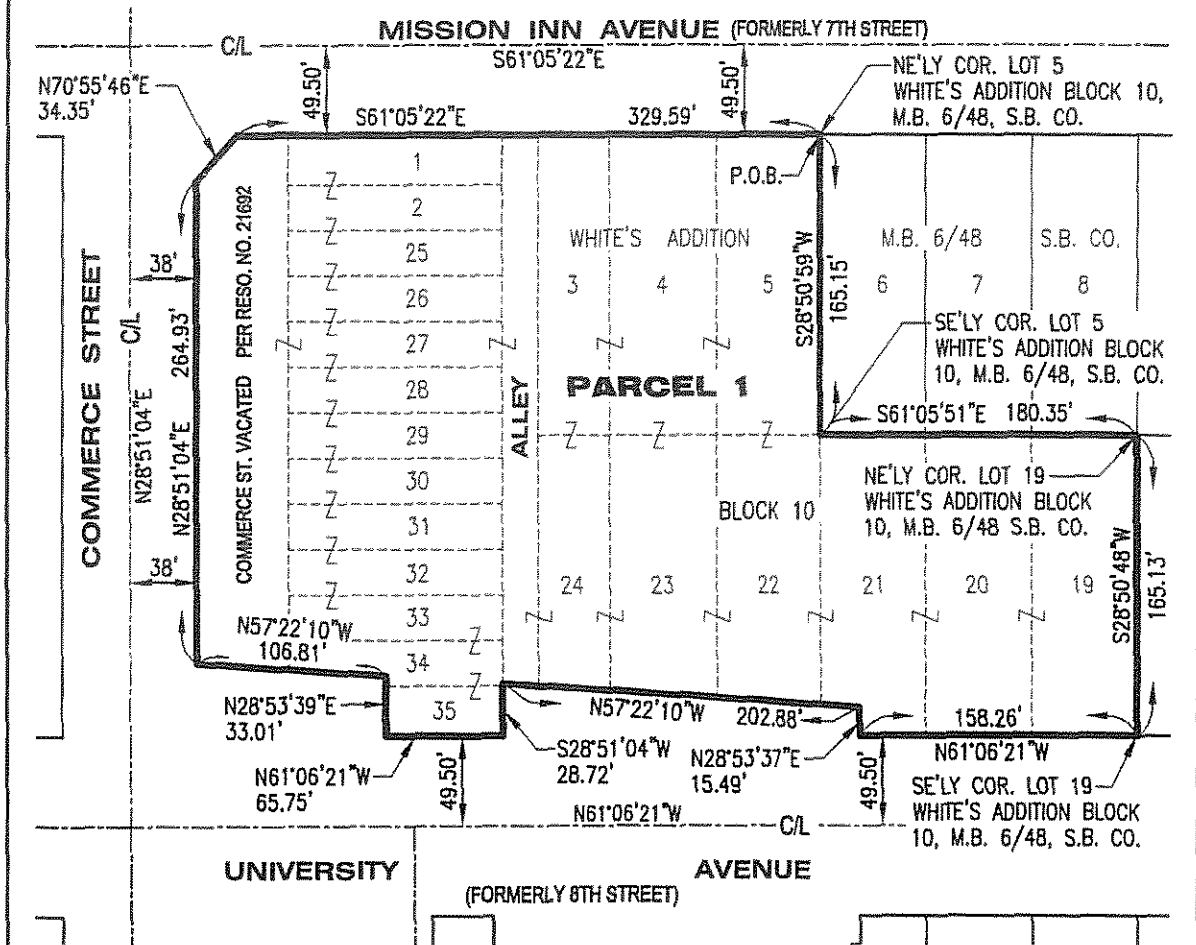
Parcels 1 and 2 of City of Riverside Certificate of Compliance for Lot Line Adjustment No. P16-0441, recorded January 19, 2017 as Document No. 2017-0022810, Official Records of Riverside County, California.

This description and plat were created for the purposes of a Water Quality Management Plan (W.Q.M.P.) only. This description and plat is not intended to create a separate parcel of real property and for the purpose of sale, lease or financing would be in violation of the California Subdivision Map Act and Local Ordinance regulating the division of real property.

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

 3/7/17 Prep. E.V.
Curtis C. Stephens, L.S. 7519 Date





SCALE: 1"=100'



CITY OF RIVERSIDE

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.

PREPARED BY:
KHR ASSOCIATES
 CONSULTING ENGINEERS/SURVEYORS/PLANNERS
 20411 SW Birch Street Newport Beach, California 92660
 (949) 756-6440 Fax (949) 756-6444

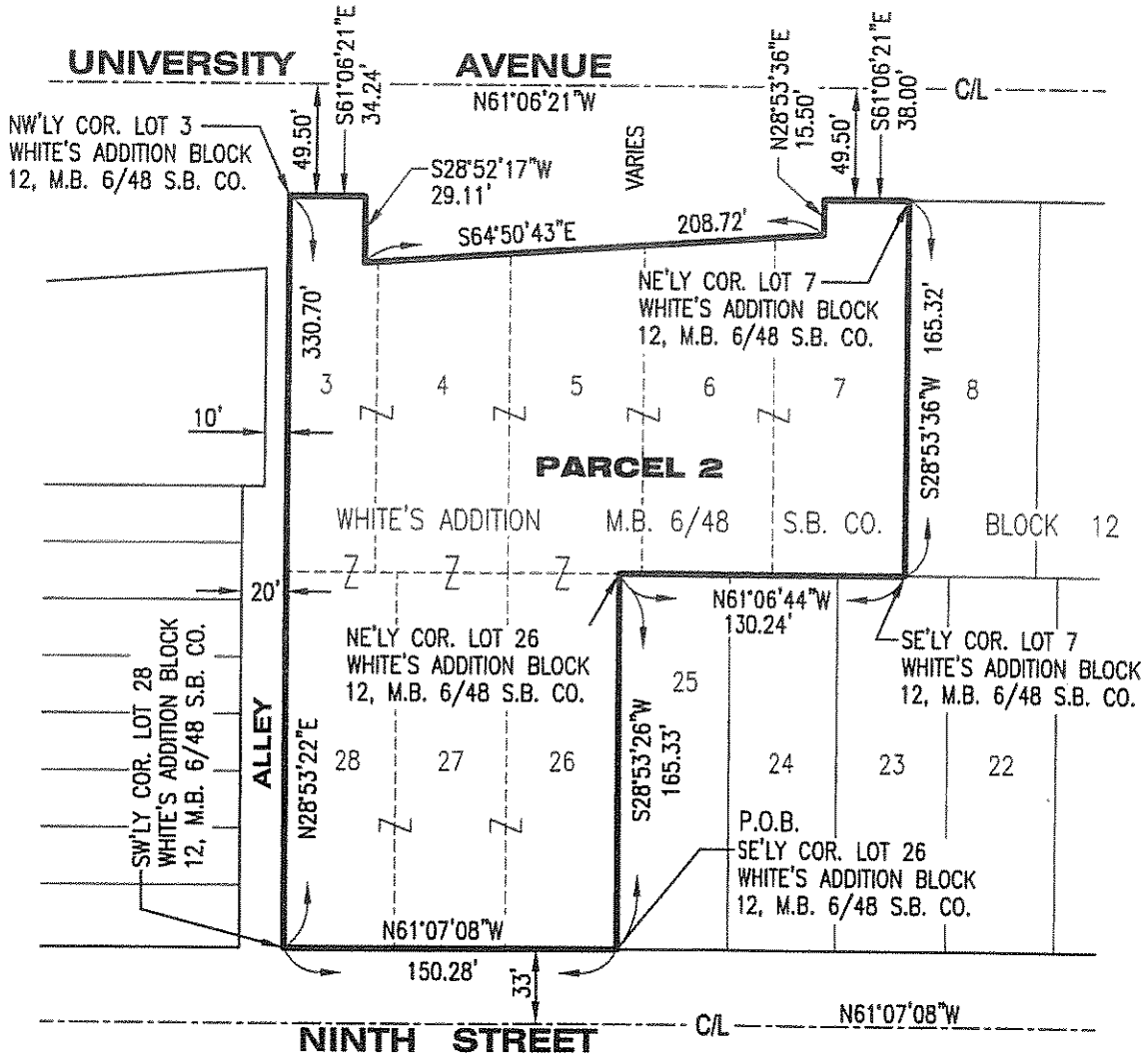
SCALE: 1"= 100'

DRAWN BY: L.C.

DATE: 10/18/2016

CIA-1388W

SHEET 1 OF 1



SCALE: 1"=80'



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SCALE: 1"= 80'

DRAWN BY: L.C.

DATE: 10/18/2016

C/A-1328W