

2017-0248443

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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: P16-0603

9					R	A	Exam: 110		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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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 12 day of June, 2017, by The Roman Catholic Bishop of San Bernardino, a corporation sole ("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 St. Catherine Church and School - (Design Review/Planning Case No. P16-0603).

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 P16-0603, 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

C/A 1396W

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 P16-0603, 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.

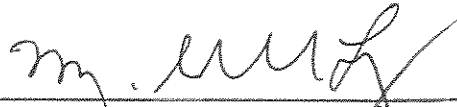
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6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of 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.

Roman Catholic Bishop of San Bernardino

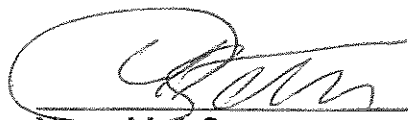
  
Name: Msgr. Gerard M. Lopez  
Title: ATTORNEY IN FACT

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

APPROVED AS TO FORM:

  
Name: Ruthann Elder  
Deputy City Attorney

APPROVED AS TO CONTENT

  
Name: Mark Steuer  
Public Works Department:

CA 13964

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 San Bernardino

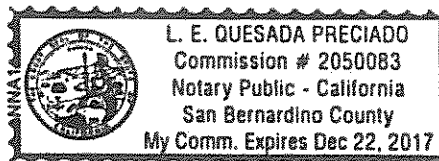
On June 12, 2017, before me, L E Quesada Preciado

notary public, personally appeared Gerard M Lopez, 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(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.

L E Quesada Preciado (SEAL)  
Signature



CA139644

**EXHIBIT "A"**  
**(legal description)**

APN: 229-040-006

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

All that portion of Lots 3, 6, 7 and 11 in Block 19 of Lands of Riverside Land and Irrigating Company, as shown by map on file in Book 1, Page 72 of Maps, Records of San Bernardino County, California;

**EXCEPTING THEREFROM** that portion of said Lots 3 and 6 in Block 19 as conveyed to Martin B. Petersen and Lynell Petersen, by deed recorded on March 13, 1951 in Book 1252, Page 421 of Official Records of Riverside County, California, and more particularly described as follows:

That portion of said Lots 3 and 6 in Block 19 which lies Southwesterly of a line parallel with the Southwesterly line of said Block 19 and distant 824 feet Northeasterly from and measured at right angles thereto;

**ALSO EXCEPTING THEREFROM** that portion of said Lots 6, 7 and 11 in Block 19 lying North and East of the Southwesterly line of an 80 foot strip of land as conveyed to the City of Riverside by Deed recorded on October 8, 1953 as Instrument No. 48738, said strip of land known as Mary Street;

**ALSO EXCEPTING THEREFROM** that portion of said Lots 3, 6 and 7 in Block 19 and more particularly described as follows:

Commencing at a point in the centerline of Arlington Avenue, said centerline also being the South line of Section 34, Township 2 South, Range 5 West, San Bernardino Meridian, 40 feet Easterly from the Southerly prolongation of the Westerly line of Brockton Avenue;

Thence South 00°26' West, a distance of 30.00 feet;

Thence along a curve concave to the East, having a radius of 300 feet and a central angle of 29°00', a distance of 151.84 feet;

Thence Southwesterly on a radial line of the aforementioned curve a distance of 40 feet to the **TRUE POINT OF BEGINNING**;

Thence South 89°44' West, a distance of 340 feet;

Thence North 00°16' West, a distance of 150 feet to a point in the South line of Arlington Avenue;

Thence North 89°44' East along the South line of Arlington Avenue to the West line of Mary Street;

Thence Southerly along said West line of said Mary Street to the **TRUE POINT OF BEGINNING**;

**ALSO EXCEPTING THEREFROM** that portion of Lots 3 and 6 in Block 19 as conveyed to the City of Riverside by Deed recorded November 2, 1951 as Instrument No. 46068, and more particularly described as follows:

A strip of land 8 feet in width, the Northerly line of which is parallel to and 30 feet Southerly from and measured at right angles to the Southerly line of Section 34, Township 2 South, Range 5 West, San Bernardino Meridian;

**ALSO EXCEPTING THEREFROM** that portion of Lot 3 in Block 19 as conveyed to the City of Riverside, a Municipal Corporation, by Deed recorded January 4, 1974, in Book 1974, Page 1810, Official Records of Riverside County, California, and more particularly described as follows:

Commencing at a point in the South line of Section 34, Township 2 South, Range 5 West, San Bernardino Meridian, South 89° 44' West, a distance of 10.00 feet from the Southwest corner of the West one-half of the West one-half of the Southeast quarter of the Southwest quarter of said Section; said point also being the intersection of the centerline of Arlington Avenue with the centerline of Brockton Avenue (formerly Mary Street) as described by a deed recorded in Book 1515 of Official Records, at Page 118, et seq., Records of Riverside County, California;

Thence South 00°26' West, along said centerline of Brockton Avenue, a distance of 30.00 feet to the beginning of a tangent curve, concaving to the East and having a radius of 300.00 feet;

Thence Southeasterly, along said curve, an arc length of 48.42 feet through a central angle of 09°14'54" to a point; the radial line at said point of said curve bears South 81°11'06" West;

Thence South 81°11'06" West, along the Southwesterly prolongation of said radial line, a distance of 44.00 feet to a point in the Westerly line of Brockton Avenue as conveyed to the City of Riverside, a municipal corporation, as Parcels No. 3 and 4, by a Deed recorded June 12, 1958 as Instrument No. 42017 of Official Records of Riverside County, California; said point also being in a curve, concaving to the East, having a radius of 344.00 feet and being concentric to said curve having a radius of 300.00 feet;

Thence Northerly, along said curve having a radius of 344.00 feet, an arc length of 40.98 feet through a central angle of 06°49'35" to a line which is parallel with and distant 44.00 feet South, as measured at right angle to said centerline of Arlington Avenue;

Thence South 89°44' West, along said parallel line, a distance of 295.52 feet to the **TRUE POINT OF BEGINNING**;


Thence continuing South 89°44' West, along said parallel line, a distance of 326.01 feet to the Northeasterly line of that certain parcel of land conveyed to M.B. Petersen, et ux., by a deed recorded March 13, 1951, in Book 1252, Page 421 of Official Records of said Riverside County;

Thence South 33°58'04" East, along said Northeasterly line, a distance of 13.22 feet to a line which is parallel with and distant 55.00 feet South, as measured at right angle to said centerline of Arlington Avenue;

Thence North 89°44' East, along said parallel line, a distance of 318.67 feet;

Thence North 00°16' West, a distance of 11.00 feet to said **TRUE POINT OF BEGINNING**.

DESCRIPTION APPROVAL:

BY:  6/15/17  
DATE

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