

WHEN RECORDED MAIL TO:

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

Planning Case: P16-0452

2017-0426279

10/13/2017 11:16 AM Fee: \$ 0.00

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



466

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 28th day of September, 2017, by California Baptist University ("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 California Baptist University Parking Lot 6C located at 8447 Diana Avenue. PW16-0852. Design Review. Planning Case No. P16-0452

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 P16-0452, 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

CA1405W

imposed as 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 PI6-0452, 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.

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.

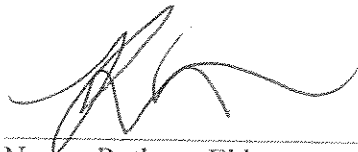
California Baptist University



Name: MARK HOWE
Title: VP Finance & Admin

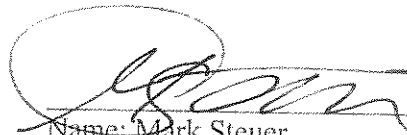
Name:
Title:

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 RIVERSIDE

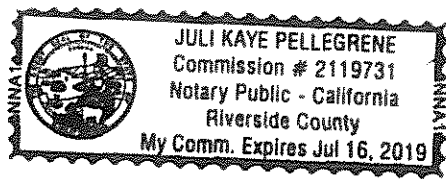
On SEPTEMBER 28, 2017, before me, JULI KAYE PELLEGRENE, a

notary public, personally appeared MARK HOWE, 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.

Juli Kaye Pellegrone (SEAL)
Signature



File No: 07121812

PARCEL 6: (APN: 231-070-017)

That portion of Parcel 1 of Parcel Map No. 7998, in the City of RIVERSIDE, County of RIVERSIDE, State of California, as per map recorded in Book 30, page(s) 12 and 13, of Parcel Maps, in the office of the County Recorder of Riverside County, together with a portion of Lots 11 and 14, Block 23 of the Lands of the Riverside Land and Irrigating Company, on file in Book 1, of Maps, page(s) 70 thereof, Records of San Bernardino County, State of California, more particularly described as follows:

Commencing at Westerly corner of Lot 12, Block 23 of said Lands of the Riverside Land and Irrigating Company, as shown by map of Tract No. 18586 on file in Book 139, of Maps, page(s) 80 through 81, thereof, Records of Riverside County, State of California;

Thence North $56^{\circ}00'05''$ East along the Northwestern line of said Lot 12 as shown by said map of Tract No. 18586, a distance of 661.20 feet to the Northerly corner of said Lot 12, also being the Westerly corner of said Lot 11 and also being the Southerly corner of Parcel 2 of Parcel Map No. 22970 on file in Book 153, of Parcel Maps, page(s) 34 and 35 thereof, Records of Riverside County;

Thence continuing North $56^{\circ}00'05''$ East along the Northwestern line of said Lot 11 as shown by said map of Tract No. 18586, also being along the Southeasterly line of said Parcel 2, a distance of 641.57 feet, to a point which bears South $56^{\circ}00'05''$ West, a distance of 680.83 feet from the most Northerly corner of Lot 10 as shown by said map of Tract No. 18586, also being the Easterly corner of said Parcel 2;

Thence South $33^{\circ}34'34''$ East, a distance of 260.08 feet to the Point of Beginning;

Thence North $56^{\circ}00'30''$ East, a distance of 413.56 feet, to the Northeasterly line of said Parcel 1 of Parcel Map No. 7998;

Thence South $33^{\circ}59'30''$ East along said Northeasterly line, a distance of 133.56 feet, to the Southerly corner of that certain parcel of land described in deed to California Baptist College Corporation, by document recorded December 21, 1979 as Instrument No. 271021 Official Records of said Riverside County, California;

Thence continuing South $33^{\circ}59'30''$ East along the Northeasterly line of said Parcel 1, a distance of 514.41 feet to the Easterly corner of said Parcel 1, being a point in the Northwestern line of Diana Avenue as described by Grant Deed recorded March 15, 1963 as Instrument No. 26393, Book 3345/219, Official Records of Riverside County;

Thence South $53^{\circ}49'33''$ West, along the Northwestern line of said Diana Avenue, a distance of 392.33 feet, to the Northeasterly line of said Lot 14;

Thence South $33^{\circ}59'30''$ East along said Northwestern line, a distance of 3.12 feet, to the Northwestern line of said Diana Avenue as described by Grant Deed recorded October 13, 1967 as Instrument No. 90565, Official Records of Riverside County;

Thence Southwesterly along last mentioned Northwestern line of Diana Avenue along a non-tangent curve concave Northwesterly, having a radius of 4968.00, through an angle of $00^{\circ}08'14''$, an arc length of 26.35 feet, to a line which bears South $33^{\circ}34'34''$ East from the Point of Beginning, (the initial radial line bears South $35^{\circ}13'42''$ East);

Thence North $33^{\circ}34'34''$ West along said line, a distance of 666.55 feet, to the Point of Beginning.

DESCRIPTION APPROVAL:

 10/2/17

CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR

CA 1405W