

WHEN RECORDED MAIL TO:

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

Planning Case: P16-0895, P16-0896,
P16-0897

2018-0245998

06/18/2018 02:48 PM Fee: \$ 101.00

Page 1 of 5

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



780

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 19th day of June, 2017, by Jones Wholesale Lumber Co. Inc ("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 Jones Wholesale Lumber Outdoor Storage Yard located at 7027 Central Ave. PW17-0532.

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 P16-0895, P16-0896, P16-0897, 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

CA1412W-1

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 P16-0895, P16-0896, P16-0897 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.

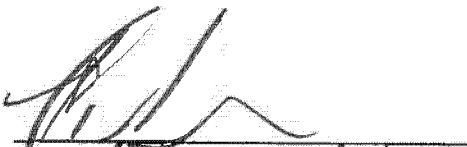
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

JONES WADSWORTH LUMBER Co., Inc.


Name: JOHN W. CENCAK
Title: PRESIDENT

Name:
Title:

APPROVED AS TO FORM:


Name: Ruthann M. Salera
Deputy City Attorney

APPROVED AS TO CONTENT


Name: _____
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 Los Angeles

On June 19th 2017 before me, Fatima Zuniga - Notary Public
(here insert name and title of the officer)
personally appeared John M. Cencak

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 Fatima Zuniga

(Seal)

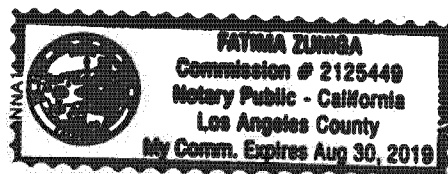


EXHIBIT A
(Legal Description)

PARCEL A:

PARCEL 1:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF ELEVENTH STREET, 108.25 FEET EASTERLY FROM THE NORTHWESTERLY CORNER OF BLOCK 11, RANGE 9, OF THE TOWN OF RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF ELEVENTH STREET, 50 FEET TO THE WESTERLY LINE OF AN ALLEY;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID ALLEY, 157 FEET TO THE NORTHERLY LINE OF ANOTHER ALLEY;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE ALLEY LAST MENTIONED, 50 FEET;

THENCE NORTHERLY AND PARALLEL WITH THE EASTERLY LINE OF CHESTNUT STREET, 157 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF BLOCK 11, RANGE 9, OF THE TOWN OF RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 7, PAGE 17, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID BLOCK 11, RANGE 9;

THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY LINE OF SAID BLOCK, A DISTANCE OF 157 FEET TO THE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE, 14 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO J.F. DAVIDSON ASSOCIATES, A PARTNERSHIP, BY DEED RECORDED SEPTEMBER 16, 1985, AS INSTRUMENT NO. 207999 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO J.F. DAVIDSON ASSOCIATES, A DISTANCE OF 157 FEET;

THE NORTHEASTERLY, PARALLEL WITH SAID NORTHWESTERLY LINE OF SAID BLOCK, 14 FEET TO A LINE WHICH IS PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK AND DISTANT 157 FEET SOUTHERLY OF SAID NORTHEASTERLY LINE AS MEASURED ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK;

THENCE NORTHWESTERLY, ALONG SAID PARALLEL LINE, 157 FEET TO SAID TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHWESTERLY 7.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED PROPERTY;

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF ELEVENTH STREET, 108.25 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY CORNER OF SAID BLOCK 11, RANGE 9;

THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF ELEVENTH STREET, 50 FEET TO THE NORTHWESTERLY LINE OF AN ALLEY;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID ALLEY, 164 FEET;

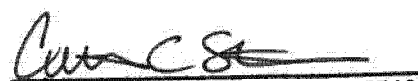
THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID ELEVENTH STEET, 50 FEET;

THENCE NORTHEASTERLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF CHESTNUT STEET, 164 FEET TO SAID POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

CA1412W-5

DESCRIPTION APPROVAL:

 11/29/17
CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR