

WHEN RECORDED MAIL TO:

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

Planning Case: P17-0579

2019-0226130

06/21/2019 01:46 PM Fee: \$ 104.00

Page 1 of 6

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



293

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 24th day of April, 2019 by Harvard Pacific Investment 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 construction of PW19-0118 Senior Apartments located at 3723 Strong Street, Riverside, CA

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 P17-0579, 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 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 P17-0579, 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.

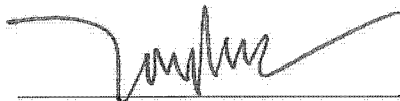
6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property.

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.

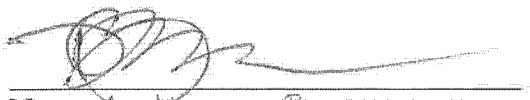
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

Harvard Pacific Investment LLC



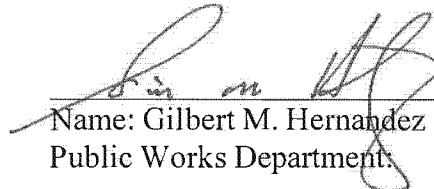
Name: Tony Lee
Title: Managing Member

APPROVED AS TO FORM:



Name: Anthony Beaumon
Deputy City Attorney

APPROVED AS TO CONTENT



Name: Gilbert M. Hernandez
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.

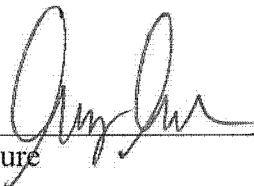
State of California
County of Orange

On April 24, 2019, before me, Sony Som, a

notary public, personally appeared Tony Lee, 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.

 (SEAL)
Signature

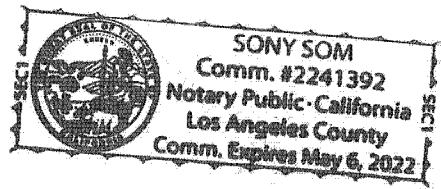


Exhibit "A"

Legal Description

PW19-0191

APN: 206-205-014 and 206-205-015

Parcel A

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

Those portions of Lots 67 and 68 of the Lands of the Southern California Colony Association, as shown by map on file in Book 7, Page 3 of Maps, Records of San Bernardino County, California, more particularly described as follows:

Beginning at the Southeast corner of Parcel 4, as shown by map on file in Book 20, Page 75 of Record of Survey, Records of Riverside County, California, said point being 33.00 feet Northeasterly from, as measured at right angles to, the centerline of Strong Street;

Thence South 60°56' East, parallel with the centerline of Strong Street, a distance of 300.00 feet to the Southwest corner of Lot 10 of Elliotta Tract, as shown by map on file in Book 21, Pages 3 & 4 of Maps, Records of Riverside County, California; said line also being along the Northeasterly lines of those certain parcels of land conveyed to the City of Riverside by deeds recorded April 22, 1966 as Instrument No. 42528, and September 15, 1967 as Instrument No. 81386.

Thence North 29°01'40" East, along the Northerly line of the said Elliotta Tract, a distance of 292.09 feet to the Southeasterly corner of Lot 57 of Orange Manor 2, as shown by map on file in Book 26, Pages 82 & 83 of Maps, Records of Riverside County, California;

Thence North 60°56' West, along the Southwesterly lines of Lots 57, 58, 59 and 60 of said Orange Manor 2, a distance of 300.00 feet to Northeast corner of Parcel 1 of said Record of Survey on file in Book 20, Page 75 of Record of Survey, Records of Riverside County, California;

Thence South 29°01'40" West, along the Southeasterly lines of Parcels 1, 2, 3 and 4 of said Record of Survey on file in Book 20, Page 75 of Record of Survey, Records of Riverside County, California, a distance of 292.00 feet the **Point of Beginning**.

Parcel of land contains 2.01 acres, more or less.

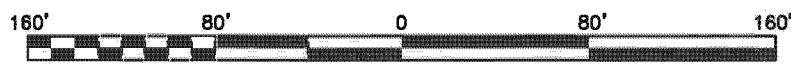
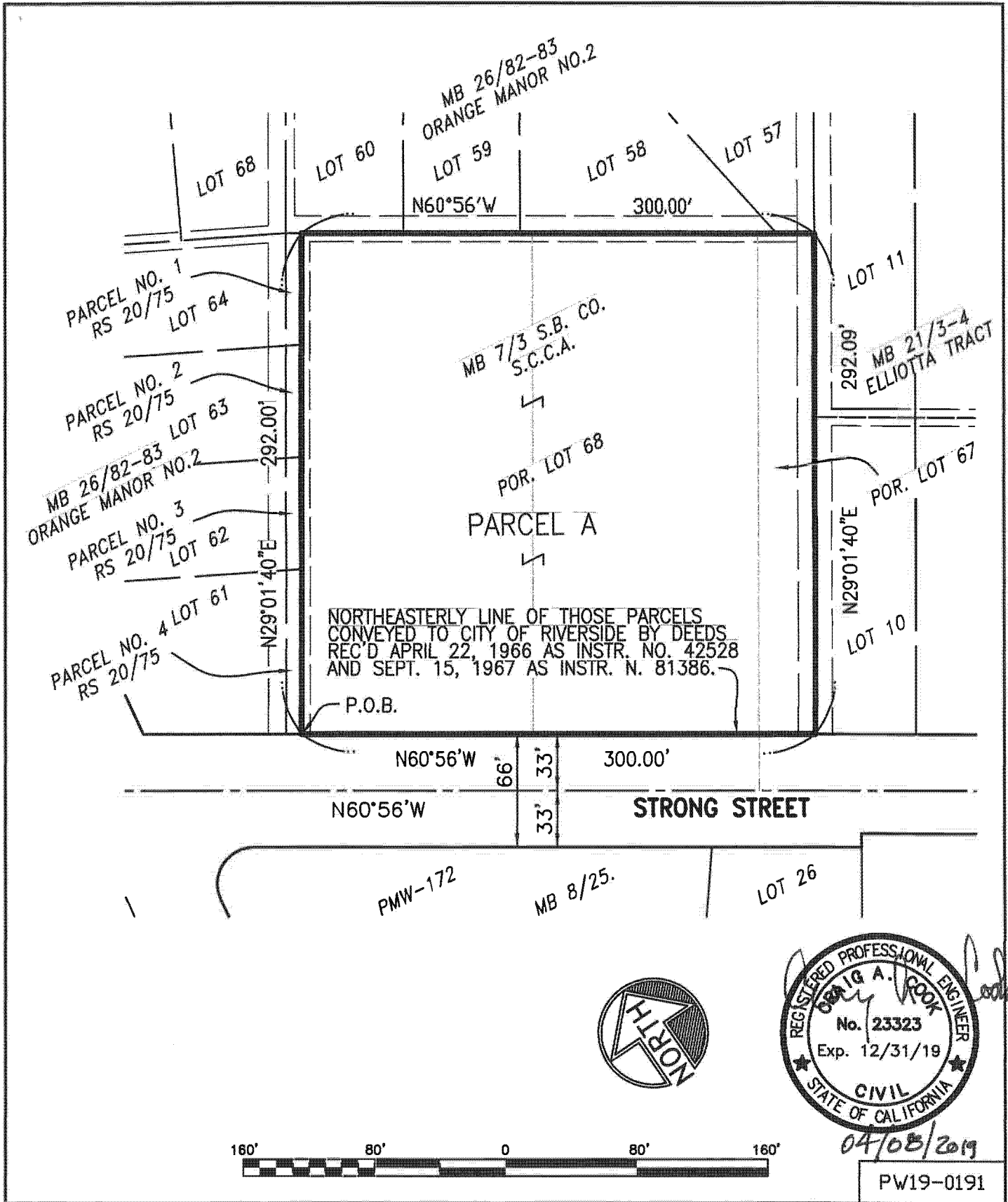
DESCRIPTION APPROVAL:

BY: DBW 4/12/2019
DATE

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



4/08/2019



PW19-0191

● CITY OF RIVERSIDE, CALIFORNIA ●

CA1418W-6

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF A WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE 1"=80'

DATE: APRIL 2019

FOR: HARVARD PACIFIC INVESTMENTS, LLC

WD 2574