

WHEN RECORDED MAIL TO:

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

Planning Case: P14-0813



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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 _____ day of _____, 20____, by Evergreen-Magnolia & Van Buren NWC, L.L.C. ("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 a new Sonic Drive In Restaurant

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 P14-0813, 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

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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 P14-0813, 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.

EVERGREEN-MAGNOLIA & VAN BUREN NWC,
L.L.C., an Arizona limited liability company

By: Evergreen Development Company-2014,
L.L.C., an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc.,
a California corporation
Its: Manager

By: Dana Dragon
Name: Dana Dragon
Its: Principal

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Susan Wilson
Name: Susan Wilson
Deputy City Attorney

[Signature]
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 Arizona
~~California~~

County of Maricopa } ss

On April 20, 2015, before me, Peggy Doane,

notary public, personally appeared, Dana Dragon

Principal
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.

Peggy Doane
Notary Signature



CONSENT

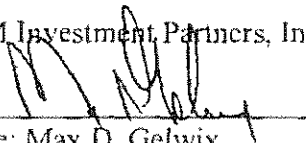
The undersigned, as tenant of the Property described in the Covenant and Agreement to which this Consent is attached, under a Lease with Declarant dated December 17, 2014 (the "Lease"), hereby consents to the Covenant and Agreement, agrees to be bound thereby, and agrees to comply at its expense with all obligations that are otherwise the responsibility of Declarant thereunder for the term of the Lease.

DATED this 21st day of April, 2015.

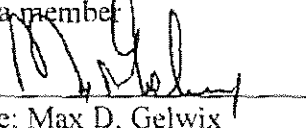
SDISD HOLDINGS, LLC,
a California limited liability company,

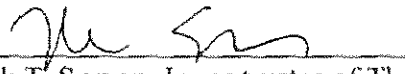
By: SPG Management, LLC, a California limited liability company, its manager

By: D&M Investment Partners, Inc., a member

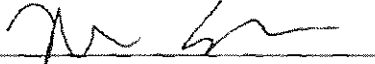
By: 
Name: Max D. Gelwix
Title: CEO

By: D&M Investment Partners of Vista,
Inc., a member

By: 
Name: Max D. Gelwix
Title: CEO

By: 
Frank T. Suryan, Jr., as trustee of The
Frank T. Suryan Jr. Family Trust
dated April 12, 2011, a member

SDIR - RIVERSIDE, LLC,
a California limited liability company

By: 
Name: Frank T. Suryan Jr.
Title: Manager



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05/07/2015 11:41R
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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 22, 2015 before me, Stephane Johnson, Notary Public
(here insert name and title of officer)

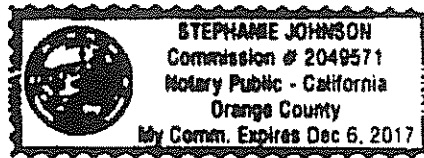
personally appeared Frank T. Suryan Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Stephane Johnson

(Seal)



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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 Diego

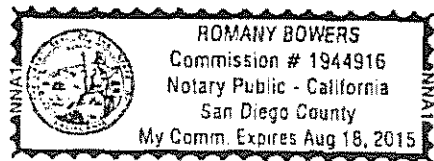
On April 21, 2015 before me, Romany Bowers, Notary Public
(here insert name and title of officer)

personally appeared Max D. Gelwix, 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 Romany Bowers



(Seal)



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EXHIBIT A
(Legal Description)



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EXHIBIT "A"

LEGAL DESCRIPTION: LOT MERGER

PROJECT: P14-1004

A.P.N.: 145-304-001 & 145-304-002

LOTS 2, 3 AND A PORTION OF LOT 1 IN BLOCK 11 OF THE VILLAGE OF ARLINGTON, IN THE CITY OF RIVERSIDE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 62 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 3;

THENCE, ALONG THE NORTHWESTERLY LINE OF SAID LOTS 1, 2 AND 3, NORTH 55°59'33" EAST 140.00 FEET TO A POINT DISTANT 6.00 FEET SOUTHWESTERLY FROM THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH A LINE PARALLAL WITH AND 4.00 FEET DISTANT SOUTHWESTERLY, MEASURED AT RIGHT ANGLES TO THE NORTHWESTERLY LINE OF SAID LOT 1.

THENCE, SOUTH 58°48'13" EAST 14.32 FEET TO A POINT DISTANT 13.00 FEET SOUTHEASTERLY MEASURED ALOND SAID PARALLEL LINE FROM SAID INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT 1;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 34°01'59" EAST 137.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1;

THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID LOTS, SOUTH 55°59'33" WEST 146.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 3;

THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3, NORTH 34°01'59" WEST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 21,816± SQ. FT NET



PREPARED BY ME OR UNDER MY SUPERVISION

DRG DATE MAY 01 2015
DAVID R. GRAY, P.L.S. NO. 5239 EXPIRES: 06/30/15

DESCRIPTION APPROVAL:

Curtis C. Stephens 5/11/15
CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR
CIA-1294W



EXHIBIT B
(Map/Illustration)

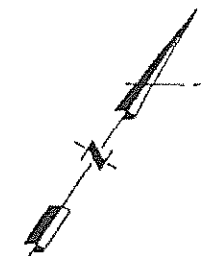
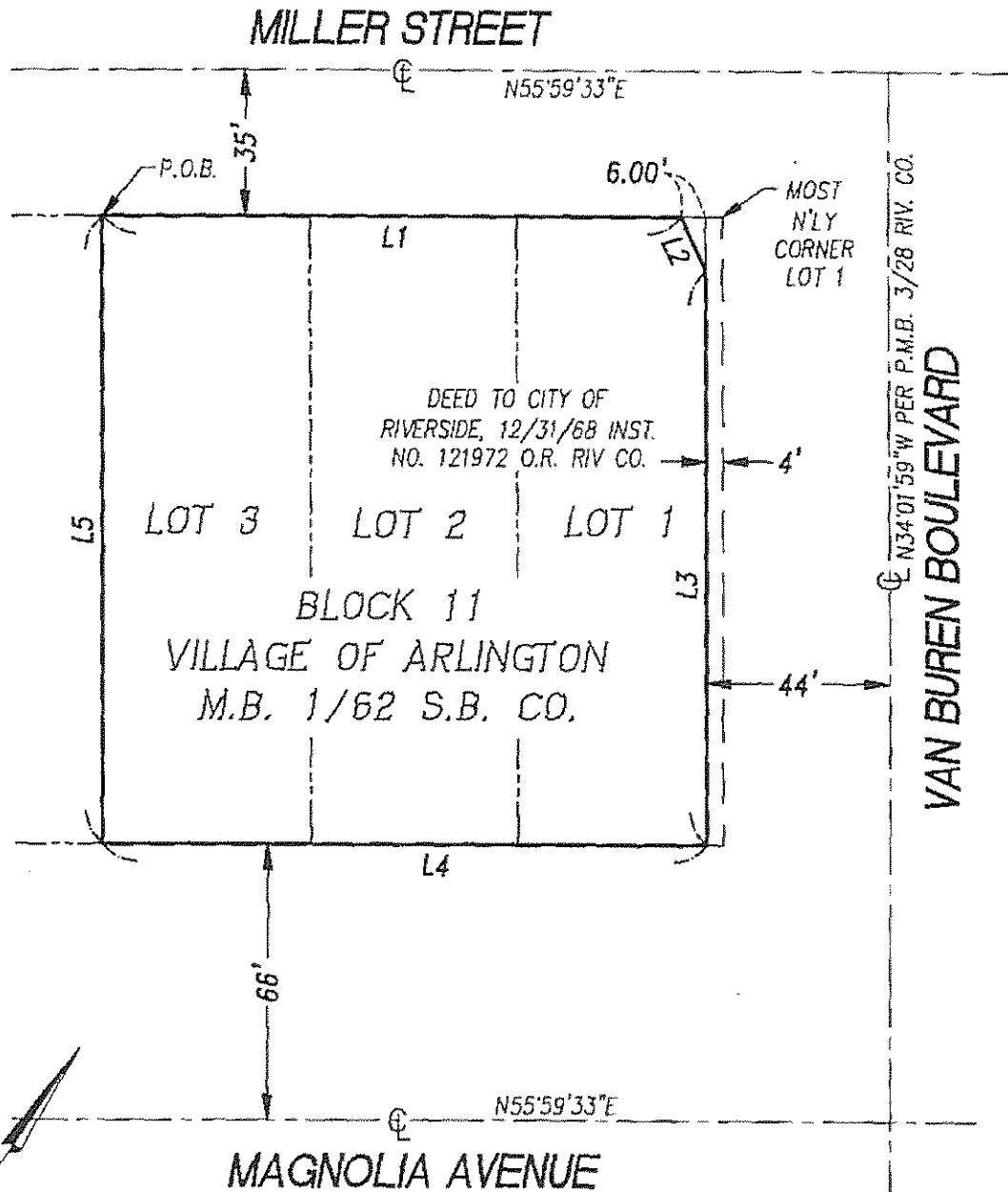


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LOT MERGER

SHEET 1 OF 1



SCALE: 1"=40'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°59'33"E	140.00'
L2	S58°48'13"E	14.32'
L3	S34°01'59"E	137.00'
L4	S55°59'33"W	146.00'
L5	N34°01'59"W	150.00'

PREPARED BY:

DAVID R. GRAY, INC.

621 VIA ALONDRA, SUITE 609
 CAMARILLO, CA 93012
 805-987-3945 FAX: 805-987-1655
 JOB NO. 1457 MAR 2015



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